

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 14

**Date:** March 4, 2009

**Subject:** No-Cost License Agreement C09168 with the City of Rialto

**Recommendation:\*** Approve License Agreement (SANBAG Agreement C09168) with the City of Rialto for the construction, maintenance and use by the public as a bikeway and pedestrian walkway and associated landscaping and appurtenances between Maple Avenue (Mile Post 534.12) and Cactus Avenue (Mile Post 535.38).

**Background:** The City of Rialto has requested that SANBAG grant a license for the construction, maintenance and use by the public as a bikeway and pedestrian walkway and associated landscaping and appurtenances within a 1.26 mile segment of the former Southern Pacific Baldwin Park Branch. The segment for the licenses is located between Maple and Cactus Avenues. Freight service over this section of the railroad right of way is no longer provided. The ultimate construction of the bike and pedestrian train in this location will provide access to two new education facilities; Werner Elementary and Rialto Middle School.

The no-cost license has a term of twenty (20) years in order for the City to qualify for State grant funds, with five-year extensions. The design of the trail system will require SANBAG review and approval and must be consistent with the Inland Empire Pacific Electric Trail Master Plan that was developed with the Baldwin Park corridor cities and completed in November 2000. The Los Angeles County Metropolitan Transportation Authority (LA Metro), our contractor for real

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

estate services, has prepared the attached license agreement using their standard form.

***Financial Impact:*** This is no-cost license agreement, but as a condition of granting this license, the City of Rialto will be responsible for not only the maintenance of the pedestrian and bike facility but also the entire width of the railroad right of way. This will result in some minor cost savings to SANBAG for weed abatement and trash removal.

***Reviewed By:*** This item was reviewed by the Plans and Programs Committee on February 18, 2008 and unanimously recommended for approval.

***Responsible Staff:*** Michael Bair, Interim Director of Transit and Rail Programs  
Victoria Baker, Senior Transit Analyst

**SANBAG Contract No. C09168**

by and between

San Bernardino Associated Governments

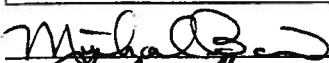
and

City of Rialto

for

the construction and maintenance of a pedestrian and bike trail within the Baldwin Park Branch  
between Maple and Cactus Avenues

FOR ACCOUNTING PURPOSES ONLY				
<input type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original	
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment	
Notes: No-cost Lincense				
Original Contract:	\$ <u>0.00</u>	Previous Amendments Total:	\$ _____	
		Previous Amendments Contingency Total:	\$ _____	
Contingency Amount:	\$ _____	Current Amendment:	\$ _____	
		Current Amendment Contingency:	\$ _____	
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →			\$ <u>0.00</u>	
↓ Please include funding allocation for the original contract or the amendment.				
<b>Task</b>	<b>Cost Code</b>	<b>Funding Sources</b>	<b>Grant ID</b>	<b>Amounts</b>
35209000	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>3/4/09</u>		Contract Start: <u>3/4/09</u>	Contract End: <u>3/3/29</u>	
New Amend. Approval (Board) Date: _____		Amend. Start: _____	Amend. End: _____	
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ <u>0.00</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? _____				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <b>Michael Bair</b>		Contract Manager: <b>Michael Bair</b>		

  
Task Manager Signature

2-11-09

Date

2/19/09

  
Contract Manager Signature

2-11-09

Date

Chief Financial Officer Signature

Date

**BIKEWAY  
LICENSE AGREEMENT**

**BETWEEN**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS**

**AND**

**CITY OF RIALTO**

## **BIKEWAY LICENSE AGREEMENT**

This LICENSE AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 2009, by and between the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a public agency existing under the authority of the laws of the State of California ("SANBAG"), and the **CITY OF RIALTO** ("Licensee"), upon and in consideration of the agreements, covenants, terms and conditions below:

### **PART I - BASIC LICENSE PROVISIONS**

1. Description of License Property: An at grade use of the property known as SANBAG's Baldwin Park Branch right-of-way between Maple Avenue on the western extent at Mile Post 534.12 and Cactus Avenue at the easterly extent at Mile Post 535.38, in the City of Rialto, County of San Bernardino, State of California, as shown on the attached Exhibits "A-1 through A-4"  
  
Approximate area: Six Thousand Three Hundred Thirty Six Linear Feet (6,336 Lin. Ft.)  
One and Two Tenths Miles (1.2 Miles)
2. Use of License Property:  
Construction, maintenance and use by the public as a bikeway and pedestrian walkway and associated landscaping and appurtenances only and no other uses (§1.1, §10)
3. Commencement Date:  
March 1, 2009 (§1.2)
4. Term:
  - a. The initial term is for twenty (20) years commencing from the date hereof and ending on February 28, 2029. License shall automatically extend five (5) additional years at the end of the initial term, and shall continue with recurring five (5) year renewal options for each extension period after Term. (§1.2)
5. License Fees: Intentionally omitted
6. Insurance Amount: See Exhibit "B" (§16)

7. **SANBAG's Address:**  
San Bernardino Associated Governments  
C/o Los Angeles County Metropolitan Transportation Authority (MTA)  
One Gateway Plaza 13<sup>th</sup> Floor – RBPK0018880  
Los Angeles, CA 90012-2952  
Attn: Executive Deputy Director, Real Estate (§26.1)
8. **Licensee's Address:**  
City of Rialto  
150 S. Palm Avenue  
Rialto, California 92376  
Attn: Saba Engineer, P.E.  
909-421-7294 (§26.1)
9. **Facility (hereinafter referred to as "Bikeway"):**  
A bicycle path, pedestrian walkway, trash receptacles, appurtenant improvements, drainage facilities, irrigation system and all landscaping materials, whether planted as part of this project or pre-existing and allowed to remain in place by Licensee. (§1.1)

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

SANBAG:

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: \_\_\_\_\_  
Name: Velma C. Marshall  
Title: Executive Deputy Director, Real Estate  
For: Los Angeles County Metropolitan Transportation Authority (MTA)  
As: Agent for SANBAG

LICENSEE:

CITY OF RIALTO

By: \_\_\_\_\_  
Name:  
Title:

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### Exhibits:

- "A" License Property
- "B" Insurance Requirements
- "C" Permitted Hazardous Materials
- "D" Additional Provisions

C09168-mab

35209000

Rialto, City RBPK001888 01/26/09 mls

Revised 02/05/09 mls

Bikeway Agreement rev. 01/21/04



## **PART II - GENERAL LICENSE PROVISIONS**

### **1. GRANT OF LICENSE/TERM**

1.1 **Grant of License.** SANBAG hereby grants a non-exclusive license to Licensee in, on, over, under, across and along the real property of SANBAG in the location shown in the diagram attached hereto as Exhibit "A" and described in Item 1 of the Basic License Provisions (the "License Property"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Bikeway described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto (the "Bikeway"), for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Bikeway. In connection with this grant of license, Licensee, its council members, officers, directors, affiliates, employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SANBAG if necessary for the construction, operation and maintenance of the Bikeway or the License Property, but only after Licensee has received the prior written approval of the SANBAG for such entry and access. Right of access onto adjoining real property of SANBAG does not extend to the public, which Licensee shall take all reasonable methods to exclude from such adjoining property of SANBAG. The License Property, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "SANBAG Property".

1.2 **Term of Agreement.** Unless a specific term of this Agreement is filled in at Item 4.B of the Basic License Provision, or if Item 4.A is circled, this Agreement shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. *If Item 4.B of the Basic License Provisions is filled in, then this Agreement shall be a license for the term specified in said Item 4.B*

SANBAG shall also have the right to terminate this Agreement, at any time, for the additional following reasons:

(a) If Licensee abandons the Bikeway or the License Property, no notice of termination is necessary, and this Agreement shall immediately terminate as set forth in Section 13.

(b) If Licensee breaches this Agreement, no notice of termination is necessary, and this Agreement shall immediately terminate, as set forth in Section 14.

The term of this Agreement as provided above is referred to as the "Term".

1.3 **Condition of Premises.** Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this Agreement is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in good and satisfactory condition as of the Commencement Date.

### **2. PAYMENTS**

Intentionally omitted.

### **3. TAXES**

Intentionally omitted.

#### 4. DESIGN AND CONSTRUCTION

4.1 Submittal of Plans. Prior to commencement of any construction, reconstruction, installation, restoration, alteration, repair, replacement or removal (hereinafter, "Work") on the License Property, Licensee shall submit work plans, including, without limitation, the irrigation plans and the specific types of trees and landscape contemplated in the design, to SANBAG for review and approval. Licensee will consult with SANBAG during the design phase to ensure SANBAG's approval and to coordinate project concerns. Any such Work must be carried out pursuant to work plans approved in writing by SANBAG. If there are existing tenants on the License Property, Licensee will work with the tenants and, if at all possible, will prepare work plans compatible with the existing tenants.

4.2 Contents of Work plans. The SANBAG will approve only low maintenance trees and plants, including non-deciduous trees and shrubs which provide minimal root disruption to the surface and which require minimal trimming. No landscape materials will be planted in the proximity of any existing billboards, which, even when fully mature, would obstruct any visibility of the billboard from adjacent vehicular roadways. Licensee will also indicate in the work plans that it had contacted Dig-Alert and considered any underground utilities in its design and construction plans.

4.3 Performance of Work. Any Work performed or caused to be performed by Licensee on the Bikeway or the License Property shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable laws, rules and regulations (including the SANBAG's rules and regulations), building codes and ordinances; (c) only after execution of a written right of entry agreement with SANBAG by Licensee and/or Licensee's Parties, and (d) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SANBAG. In addition, Licensee shall provide SANBAG with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Bikeway, except in cases of emergency, in which event Licensee shall notify SANBAG's representative personally or by phone, as outlined in Section 11 hereof, prior to commencing any Work.

To avoid damaging SANBAG's underground signaling system, Licensee or Licensee's Parties shall not perform any excavation work along any portion of the License Property lying within one hundred fifty (150) feet of any at-grade road crossing, until it has received approval from SANBAG to perform such work.

4.4 Prior Notification for Work and Request for Protective Services. Prior to commencing any Work which is conducted entirely within the License Property and southwesterly of the Barrier Fence, Licensee shall notify SANBAG in writing, at least ten (10) business days in advance of the date Licensee would like to commence such Work. In such notice, Licensee shall specify: (i) the type of work to be performed and its location; (ii) the date(s) the work is scheduled to be performed, (iii) the name, contact person and telephone number of the contact person for each contractor or Licensee department planning to access the SANBAG Property to conduct the work, and (iv) whether any person or equipment will be within twenty five (25) feet of any track during the course of the work.

SANBAG shall then determine whether an SANBAG flag person needs to be present during the work, whether Licensee, SANBAG needs to implement any special protective or safety measures, and whether additional insurance is required during the course of the work. The provision of a flag person and the implementation of any special protective or safety measures shall collectively be referred to in this Agreement as "Protective Services". If Protective Services are required and performed by SANBAG, Licensee shall pay SANBAG (as applicable) for same.

Licensee understands that prior notification of SANBAG as set forth herein does not guarantee the availability of Protective Services for the date Licensee proposes to do the work, and Licensee agrees not to enter the SANBAG Property to conduct the work, nor allow Licensee's Parties to do same, prior to securing the SANBAG required Protective Services and approval to proceed with such work.

4.5 Soil Handling Procedures. Only Clean Soil (defined below) may be brought upon, used and/or spread on the SANBAG Property by Licensee in conjunction with Licensee's construction or maintenance of the Bikeway. Any soil currently existing on the SANBAG Property may not be spread on the property unless and until it is characterized as Clean Soil to the reasonable satisfaction of SANBAG. The terms used in this Section shall have the following meanings:

- (a) "Clean Soil": Soil that is free from Hazardous Materials.
- (b) "Import Soil": Soil which did not originate from the SANBAG Property.
- (c) "Hazardous Materials": As defined in Section 18 of this Agreement.
- (d) "Soil": Soil, dirt, soil amendments, topsoil, soil conditioners, fertilizers, back fill mix and any other soil mixture.

Licensee shall not bring upon or use any Import Soil on SANBAG Property in conjunction with the Work provided under this Agreement, unless the following conditions have been met: (i) the Import Soil does not contain rubbish, debris, or rocks greater than six (6) inches in dimension; (ii) the Import Soil is Clean Soil; and (iii) prior to putting the Import Soil on the SANBAG Property, Licensee provides documentation to SANBAG's reasonable satisfaction that the requirements (i) and (ii) above have been met.

4.6 As-Built Drawings. Within ninety (90) days after the substantial completion of the construction and installation of the Bikeway, Licensee shall deliver to SANBAG, for SANBAG's review and approval, two (2) full sets of as-built drawings for the Bikeway (the "As-Built Drawings"), which shall be developed, altered and/or changed so as to meet the requirements of SANBAG. At a minimum, however, such As-Built Drawings shall: (i) be substantially of the form of the work plans which were approved in writing by SANBAG; (ii) include all changes to the work plans which were approved in writing by SANBAG; (iii) show all improvements and construction performed by Licensee on the License Property; (iv) clearly indicate and label the area of the License Property; (v) show the centerline of the railroad tracks existing on the SANBAG Property, as of the date that construction and installation of the Bikeway was substantially complete; and (vi) show, to scale, on all plan view and cross section drawings, the northerly and southerly boundaries of the License Property with respect to the centerline of the railroad tracks set forth in item (v) above, and the northerly and southerly extent of the Bikeway with respect to the centerline of the railroad tracks set forth in item (v) above. To the extent that the As-Built Drawings indicate or show that the Bikeway has not been constructed pursuant to the construction plans and specifications approved by SANBAG Licensee shall, at the request of SANBAG, rebuild, reconstruct and/or reinstall the Bikeway, at Licensee's sole cost and expense, so that the Bikeway will be constructed, located and installed in accordance with the approved construction plans and specifications and the approved changes thereto. Failure to provide As-Built Drawings to the SANBAG as set forth herein shall be deemed a material breach of this Agreement.

## 5. CONTRACTORS; APPROVAL AND INSURANCE

5.1 Approval. Any contractors of Licensee (Licensees' Parties) performing Work on the Bikeway or the License Property shall first be approved in writing by SANBAG, and shall enter into a written right-of-entry agreement with SANBAG. SANBAG reserve the right, throughout the Term of this Agreement, to refuse entry to the License Property to any of Licensee's Parties, if SANBAG have cause to do so. Licensee agrees to refuse entry onto the License Property to any of Licensee's Parties rejected by SANBAG in accordance with the provisions of this Section.

5.2 Insurance. Licensee shall cause any of Licensee's Parties which (i) may be involved with such Work, or (ii) may, for any reason, need to enter onto the License Property, to obtain and maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance, as required by SANBAG, in the amounts and coverage's specified on, and issued by insurance companies as described on, Exhibit "B". SANBAG reserve the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the Bikeway or the License Property.

## 6. COMMUNITY CONCERNS

Licensee shall be responsible for addressing any community concerns and questions relating to the Bikeway, and any Work performed on License Property including, without limitation, termination of existing leases, and ongoing maintenance of the License Property and the removal of the Bikeway at the termination of this Agreement, as provided in Section 15.

## **7. REIMBURSEMENT**

Licensee agrees to reimburse SANBAG for all reasonable costs and expenses incurred by them in connection with any work on, or maintenance of, the License Property or the Bikeway, including, but not limited to, costs incurred by SANBAG in: (i) furnishing any materials or performing any labor, (ii) reviewing Licensee's construction plans and specifications, and/or any changes thereto, (iii) inspecting any work of Licensee or Licensee's Parties, (iv) furnishing of those watchmen, flagmen and inspectors as SANBAG deems necessary, and (v) furnishing other items or performing other acts as SANBAG in their sole discretion deems necessary to monitor or aid in compliance with this Agreement. Licensee shall reimburse SANBAG for any such cost or expense immediately upon receipt of a bill or an invoice therefor.

## **8. LIENS**

Licensee will fully and promptly pay for all materials joined or affixed to the Bikeway or SANBAG Property, and fully and promptly pay all persons who perform labor upon said Bikeway or SANBAG Property. Licensee shall not suffer or permit to be filed or enforced against the SANBAG Property or the Bikeway, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or Work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SANBAG with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SANBAG from all obligations and claims made against SANBAG for the above described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of SANBAG. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SANBAG in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, SANBAG shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse SANBAG for the cost of such discharge within ten (10) business days after billing. SANBAG reserves the right at any time to post and maintain on the SANBAG Property such notices as may be necessary to protect SANBAG against liability for all such liens and claims. The provisions of this section shall survive the termination of this Agreement.

## **9. LANDSCAPING**

SANBAG shall have the right to review and approve landscape plans prior to installation of the landscape materials, as outlined in Section 4, including any modifications made to the landscaping throughout the term of this License.

## **10. FENCING AND GATES**

Intentionally omitted.

## **11. MAINTENANCE AND REPAIR**

**11.1 General Maintenance Responsibilities.** Licensee, at Licensee's sole expense, shall maintain the License Property and the Bikeway in a first-class condition during the Term of this Agreement and shall be responsible for all incremental costs related to development of the Bikeway, and maintenance of the License Property and the Bikeway as necessary to keep the License Property and the Bikeway in good order and condition, to SANBAG's satisfaction. Licensee's maintenance responsibilities shall include, but not be limited to, keeping the Bikeway and all other facilities and improvements of Licensee on the License Property weed, graffiti and litter-free to the satisfaction of SANBAG. In addition, Licensee shall ensure that (i) all landscaping which is a part of the Bikeway be adequately watered, fed and pruned, so as to be maintained in a healthy condition; (ii) any and all signs required by SANBAG as part of the Bikeway be maintained in a clean, readable condition, and (iii) all drainage facilities constructed to accommodate the Bikeway be maintained to allow for free flow of water. Licensee's maintenance obligations are further described in Exhibit "D", attached hereto.

**11.2 Irrigation.** Licensee shall pay for all costs to irrigate the Bikeway and the costs for associated utilities, including, without limitation, water.

**11.3 Immediate Repair.** If any portion of the SANBAG Property, including improvements or fixtures, suffers damage by reason of the access to or use of the License Property by Licensee or Licensee's Parties, including but not limited to damage arising from vandalism (including graffiti), accident, or damage arising from any tests or investigations conducted upon the License Property, Licensee shall, at its own cost and

expense, immediately repair all such damage and restore the SANBAG Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's Parties. If Licensee fails to maintain the License Property to SANBAG satisfaction, SANBAG may, but is not obligated to, maintain and clean up the License Property and Licensee shall immediately reimburse the applicable party for its costs.

11.4 Overhead and Underground Installations. Licensee shall ensure that Licensee or Licensee's Parties protect from damage all underground and aboveground installations and improvements, including pipelines, fiber optic cables, overhead wire lines and billboards which are located on SANBAG Property and which may be impacted by construction, maintenance and/or use of the Bikeway. Licensee shall call Underground Service Alert (Dig-Alert) prior to any underground probe or excavation within the SANBAG Property. In addition, Licensee shall coordinate all work so as to not adversely hinder access to these installations and improvements by the owners.

11.5 Access for Normal Maintenance Work. Normal maintenance work which is conducted entirely within the License Property may be performed by Licensee or Licensee's parties without written notice to SANBAG; provided that Licensee and Licensee's Parties performing such maintenance work have previously received SANBAG's written approval to access the License Property for such purposes. Prior to commencing such normal maintenance work, however, the party performing such work is to provide SANBAG with at least 48 hours' advance notice by phone, identifying the time, duration and location of said work.

11.6 Access for Emergency Work. In cases where Licensee reasonably determines that emergency work is necessary, Licensee shall use its best efforts to contact SANBAG's representative personally or by phone prior to commencing such work. During any emergency work, Licensee shall comply with all requests and requirements of SANBAG staff or contractors responding to the emergency.

## 12. USE

The License Property and the Bikeway shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the use of the License Property or to the Bikeway without SANBAG's prior review and written approval.

## 13. ABANDONMENT

Should Licensee at anytime abandon the use of the Bikeway or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SANBAG shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

## 14. BREACH

Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SANBAG at its option may:

(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to SANBAG upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee and any other person occupying the License Property by lawful means, and again repossess and enjoy the License Property and the Bikeway, without prejudice to any of the remedies that SANBAG may have under this Agreement, at law or equity by reason of Licensee's default or of such termination.

## 15. SURRENDER

As a condition to termination of this Agreement for any reason or on the expiration of this Agreement, unless otherwise agreed to by SANBAG in writing to leave in place any part of the Bikeway, Licensee, at its own cost and expense, shall (i) relocate the landscaping and improvements, or remove the Bikeway, as determined by the SANBAG in its sole discretion; and (ii) restore the SANBAG Property to a state and condition satisfactory to SANBAG. Should Licensee fail to comply with the requirements of the preceding sentence, SANBAG may at its option

perform the same at Licensee's expense, which costs Licensee agrees to pay to SANBAG on demand. Notwithstanding anything herein to the contrary, SANBAG may, in its sole discretion, request Licensee to leave all or a portion of the Bikeway in place on the License Property, in which case, it would elect to assume title and ownership of said Bikeway, at no cost to SANBAG. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Bikeway is removed and the SANBAG Property is restored.

#### **16. INDEMNIFICATION**

Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SANBAG), and hold harmless SANBAG and its subsidiaries, officers, directors, employees, agents, invitees, licensees, successors and assigns (individually and collectively, "Indemnitees"), to a reasonable extent allowed by law, from and against loss, liability, claims, demands, suits, liens, claims of lien, damages, costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its officers, directors, affiliates, Licensee's Parties or anyone employed by or for whose acts Licensee is liable (collectively, "Personnel") or invitees of Licensee, in connection with License Property or arising from the presence upon or performance of activities by Licensee or its Personnel with respect to the License Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this Agreement, in each case whether occurring during the Term of this Agreement or thereafter.

The foregoing indemnity shall be effective except to the extent any liability is caused by the active negligence or willful misconduct of Indemnitees or unless Indemnitees are fully indemnified by any other lessee and/or licensee (unrelated to this License), shall survive termination of this Agreement, and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement. Upon request of SANBAG Licensee shall provide insurance coverage, as provided in Section 18, for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

#### **17. ASSUMPTION OF RISK AND WAIVER**

To the maximum extent allowed by law, Licensee assumes reasonable risk of loss, damage or injury of any kind to any person or property, including without limitation, the Bikeway, the License Property and any other property of, or under the control or custody of, Licensee. Licensee's assumption of risk shall include, without limitation, loss or damage caused by: (i) defects in Licensee's improvement on the License Property, (ii) accident or fire or other casualty caused by Licensee on License Property, (iii) normal and customary railroad activity, including SANBAG's transit operations, freight or other passenger rail operations, and the operations of any construction, maintenance or repair company validly operating on the SANBAG Property and including electrical discharge, noise or vibration resulting from said railroad activity on or near SANBAG Property, but not including derailments caused by such rail activity, or (iv) any normal and customary response by SANBAG or any of the Indemnitees with respect to any event resulting from the foregoing items (i) through (iii). The term "SANBAG" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SANBAG's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SANBAG. Licensee, on behalf of itself and its Personnel (as defined in Section 16), and to the extent permitted by law, its invitees, as a material part of the consideration for this Agreement, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Licensee and/or its Personnel.

The provisions of this section shall survive the termination of this Agreement.

#### **18. INSURANCE**

Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Agreement insurance as required by SANBAG in the amounts and coverage's specified and issued by insurance companies as described on Exhibit "B". SANBAG reserve the right, throughout the Term of this Agreement, to review and upon giving 60 days' notice to Licensee, to change the amount and type of insurance coverage it requires in connection with this Agreement or any work to be performed on the License Property. Prior to (i) entering the License Property or (ii) performing any Work or maintenance on the License Property, Licensee shall furnish

SANBAG with insurance endorsements or certificates evidencing the existence, amounts and coverage's of the insurance required to be maintained hereunder. As a public entity, Licensee may satisfy this requirement through the use of commercial insurance, self-insurance, risk pooling or risk retention, or any combination thereof at Licensee's option. SANBAG shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

## **19. TESTS AND INSPECTIONS**

SANBAG shall have the right at any time to inspect the License Property and the Bikeway so as to monitor compliance with this Agreement. If, in SANBAG's sole judgment, any installation on, or use or condition of the License Property may have an adverse effect on the SANBAG Property, adjacent property (whether or not owned by SANBAG) or SANBAG operations, SANBAG shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary or useful to evaluate the condition of the License Property. Licensee shall cooperate with SANBAG in any tests or inspections deemed necessary by SANBAG. Licensee shall pay or reimburse SANBAG, as appropriate, for all reasonable costs and expenses incurred due to tests, inspections or any necessary corrective work and inspections thereafter.

## **20. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY**

Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Except for Hazardous Materials expressly approved by SANBAG in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the SANBAG Property. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects. Licensee will not be responsible for any condition existing prior to the commencement of this License.

Licensee shall indemnify, defend (by counsel acceptable to SANBAG) and hold harmless the Indemnities (as defined in Section 16) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnites as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Bikeway or the License Property or contamination of the SANBAG Property or adjacent property (i) which occurs due to the use and occupancy of the Bikeway or the SANBAG Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

The foregoing indemnity shall be effective except to the extent any liability is caused by the active negligence or willful misconduct of Indemnites or unless Indemnites are fully indemnified by any other lessee and/or licensee (unrelated to this License), shall survive termination of this Agreement, and is in addition to any other rights or remedies which Indemnites may have under the law or under this Agreement.

Licensee shall promptly notify SANBAG of any release on, or contamination of, SANBAG Property of which Licensee or any of Licensee's Parties becomes aware. In addition, in the event of any release on or contamination of the License Property by Licensee or Licensee's Parties, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SANBAG Property and all affected adjacent property, whether or not owned by SANBAG) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover.

## **21. UNDERGROUND STORAGE TANKS**

NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SANBAG, WHICH APPROVAL MAY BE WITHHELD IN SANBAG'S SOLE DISCRETION.

At SANBAG's option, upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Materials in, on, under and about the SANBAG Property,

in accordance with the requirements of all Environmental Laws and to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover, and deliver to SANBAG a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

## **22. SUBORDINATE RIGHTS**

This Agreement is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property or any portion thereof in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto SANBAG, its successors, assigns and permittees, the right to construct, reconstruct, operate, maintain, use and/or relocate existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SANBAG Property or any portion thereof, and in connection therewith the right to grant and convey to others, rights and interests to the SANBAG Property or any portion thereof. This Agreement is subject to all licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the Property now or hereafter, and this Agreement is executed and delivered by SANBAG without any warranty of title, express or implied, and the words "grant" or "convey" as used herein shall not be construed as a warranty of title or as a covenant against the existence of any such title exceptions.

In the event SANBAG is made aware of any intent by its permittees to perform any of the above-referenced activities, SANBAG agrees to request said permittees to promptly advise and fully inform Licensee with respect to said intentions.

This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SANBAG Property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

Neither SANBAG or any Indemnitee shall have any liability or obligation with respect to any acts or omissions of any of the beneficiaries of the above-referenced title exceptions. SANBAG, its successors, assigns and permittees shall, at all times, have the right to enter upon and use the License Property in common with Licensee, provided that such entry and use does not materially and adversely affect Licensee's long term use of said SANBAG Property.

The beneficiaries of the title exceptions and any other business operating on or possessing rights to use SANBAG Property, including the owners of any advertising signs located on said Property, are referred to herein as "Businesses".

Licensee agrees to pay any and all costs or expenses resulting from, or arising out of, construction of the Bikeway or related to Licensee's use and occupancy of the License Property, including all costs and expenses resulting from any Relocation Negotiations with any Business, the termination of such Business' right to use and occupy the SANBAG Property, and any relocation of any Business resulting therefrom.

## **23. COMPLIANCE WITH LAWS**

Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Bikeway and the SANBAG Property and shall furnish satisfactory evidence of such compliance promptly upon request of SANBAG. SANBAG may enter the License Property to inspect the Bikeway at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Bikeway, at its sole cost and expense.

## **24. CONDEMNATION**

In the event all or any portion of the License Property shall be taken or condemned for another public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee assigns to SANBAG all compensation (if any) arising out of such taking or condemnation awarded to Licensee.

## **25. MARKERS**

Intentionally omitted.



## 26. GENERAL PROVISIONS

26.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

26.2 Non-Exclusive License. The license granted herein is not exclusive and SANBAG specifically reserves the right to grant other licenses within the License Property.

26.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

26.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

26.5 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SANBAG arising out of this agreement which is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due SANBAG, as applicable, as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

26.6 Captions. The Captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

26.7 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all obligations concerning the condition of the SANBAG Property and the Bikeway.

26.8 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

26.9 Amendment. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

26.10 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SANBAG, which may be withheld in SANBAG's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and give SANBAG the right to immediately terminate this Agreement.

26.11 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

26.12 Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the License Property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

26.13 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at SANBAG's sole discretion, the relocation of the Bikeway and the license granted hereby.

26.14 Termination for Public Project. Licensee hereby expressly recognizes and agrees that the License Property is located on SANBAG property that may be developed for public projects and programs which may be implemented by SANBAG or other public agencies, such as, but not limited to: rail and bus transit ways, bikeways, walkways, beautification projects and other public uses (collectively "Project"), and that Licensee's use of the License Property under this Lease is *subject to SANBAG's right to require Licensee to relocate the License Property, alter, or make changes as required by SANBAG, at Licensee's sole cost and expense unless relocation of the Facility (bikeway) is incorporated in the Project.* Accordingly, as a condition to entering into this Lease, SANBAG expressly reserves the right to *require Licensee to relocate, alter, or make changes as required by SANBAG, for any public Project.* Licensee expressly acknowledges and agrees that: (1) SANBAG may relocate the License Property for any public project; (2) Licensee will NOT oppose any public Project when planned or implemented on or adjacent to the License Property; and (3) in the event SANBAG requires Licensee to relocate the License Property for any public Project, Licensee (a) shall not be entitled to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. &4601 et seq; and (b) shall not be entitled to any compensation under the eminent domain law, as a result of such termination and vacation of the License Property.

Licensee
SANBAG

26.15 Future Need of License Property. If SANBAG shall at any time, or from time to time, so require by written notice thereof to Licensee based on the need of SANBAG, in its sole discretion, for the License Property for its public purposes Licensee shall reconstruct, alter, make changes as required by SANBAG, relocate or remove its Facility at Licensee's sole cost and expense.

26.16 Relocation. Licensee hereby waives any right to relocation assistance, moving expenses, goodwill or other payments to which Licensee might otherwise be entitled under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. .4601 et seq. and/or the California Relocation Assistance Law, as amended, Government Code .7260 et seq. but for this waiver and SANBAG's express right of termination.

26.17 Time of Essence. Time is of the essence.

26.18 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

26.19 Entire Agreement; Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

26.20 Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.

**Exhibit "A"**

**Exhibit "B"**

**INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS**

Tenant, Licensee, or Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of San Bernardino Associated Governments (SANBAG) and Los Angeles County Metropolitan Transportation Authority (MTA) property hereunder by the Tenant, Licensee, or Permittee, his agents, representatives, employees or subcontractors.

**Minimum Scope of Insurance** (Check all applicable boxes)

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☒ Insurance Services Office Form No.CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- ☒ Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☐ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any tenant improvements or betterments.
- ☐ Insurance Services Office Railroad Protective Liability
- ☐ Contractor's Pollution Liability with coverage for:
  - a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
  - b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
  - c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and
  - d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

**Minimum Limits of Insurance** (Check all applicable boxes)

Tenant, Licensee, or Permittee shall maintain limits no less than:

- ☒ General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- ☒ Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- ☐ Course of Construction (Builder's Risk): Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Railroad Protective Liability: \$2,000,000 per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- ☐ Contractors Pollution Liability: \$1,000,000 per occurrence/\$2,000,000 annual aggregate.

## **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by SANBAG and MTA. At the option of SANBAG and MTA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG and MTA, its officials and employees; or the Tenant, Licensee, or Permittee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

## **Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. SANBAG and MTA, its subsidiaries, officials and employees are to be covered as Insureds as respects: liability arising out of activities performed by or on behalf of the Tenant, Licensee, or Permittee; products and completed operations of the Tenant, Licensee, or Permittee; premises owned, occupied or used by the Tenant, Licensee, or Permittee; and automobiles owned, leased, hired or borrowed by the Tenant, Licensee, or Permittee. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG and MTA, its subsidiaries, officials and employees.
2. For any claims related to this project, the Tenant, Licensee, or Permittee's insurance coverage shall be primary insurance as respects SANBAG and MTA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SANBAG and MTA, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SANBAG and MTA, its subsidiaries, officials and employees.
4. The Tenant, Licensee, or Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SANBAG and MTA.
6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the SANBAG and MTA, its Subsidiaries, officials, and employees as additional insured or provide a waiver of subrogation.
7. SANBAG lease number must be included with description of leased premises.

Course of construction policies shall contain the following provisions:

1. SANBAG and MTA shall be named as loss payee.
2. The insurer shall waive all rights subrogation against SANBAG and MTA.

## **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by SANBAG and MTA.

## **Verification of Coverage**

Tenant, Licensee, or Permittee shall furnish SANBAG and MTA with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SANBAG and MTA before work commences. As an alternative, the Tenant, Licensee, or Permittee may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

## **Contractors and Subcontractors**

Tenant, Licensee, or Permittee shall include all contractors and subcontractors as insureds under its policies or require certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by SANBAG and MTA.

## **Exhibit "C"**

### **Permitted Hazardous Materials**

- No hazardous materials are permitted to be used or stored on Premises.

## Exhibit "D-1 "

### Additional Provisions

1. **Importation of Soil/Fill Dirt.** Licensee shall not bring upon or use any Import Soil on the Premises in conjunction with any purposes allowed under this Agreement, until said Import Soil has been laboratory tested by a certified hazardous waste testing laboratory and the test results have been approved by MTA's Environmental Consultant. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as Clean Soil to the reasonable satisfaction of MTA's Environmental Consultant.
2. **Maintenance of Premises.** Licensee shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking, graffiti and occupancy by transients/homeless persons or individuals. Licensee shall be fully responsible for ALL maintenance and maintenance that is required or necessary in connection with Licensee's use of Premises.
3. **Protection of Underground and Aboveground Installations.** Licensee shall ensure that it and Licensee's Parties protect, from and against any and all damage, all underground and aboveground installations and improvements, such as pipes, fiber optic lines and wires, which may be impacted by any work or any use of the Premises by Licensee. Any new utility lines and/or fiber optic crossings, etc., proposed to be added within the right of way by any party shall be applied for in the normal process and covered by separate License Agreement directly with SANBAG.
4. **Improvements.** Both Licensee and MTA acknowledge that the Premises is leased in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Licensee's needs will be the sole responsibility of the Licensee. No permanent structures may be constructed on the premises without MTA's prior written approval. Licensee will be responsible for the removal of all permitted improvements upon termination of Lease.
5. **Utilities.** Licensee shall pay for any and all utilities for its benefit, security and use.
6. **Warranties.** The MTA makes no warranties as to the suitability of the location for Licensee's intended use as to zoning, visibility, traffic count or any other factors which may cause Licensee to want to lease the premises.
7. **Zoning or Permitting.** Any permits, inspection fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, or any labor expenses for the installation or maintenance of any permitted improvements are the Licensee's sole responsibility. Copies of permits are to be readily available for inspection by MTA personnel.
9. **Signage.** NO SIGNS PERMITTED on, or along the perimeter of the Premises unless such signs were requested and approved under your original proposal and covered by the required insurance.
10. **SANBAG's Right to Control Leasing and Licensing within entire Right of Way.** SANBAG shall continue to control Leasing and Licensing within the entire Right of Way. All applications for new utility crossings, ground Leases, or similar uses outside the scope of the approved Bike Trail/Beautification Plan, shall continue to be under the direct control and management of SANBAG.

Licensee	SANBAG

Initials

Exhibit "D-2 "

Additional Maintenance Provisions. Licensee shall provide labor, equipment, tools and materials necessary to fully maintain the Bikeway and its landscaping. Maintenance tasks that Licensee will be responsible for shall include, but not be limited to:

(a) Weed abatement, which will be performed on a monthly basis.

(b) Removal and disposal of refuse and debris, including broken concrete and asphalt, construction debris, scrap metal, broken glass, paper trash, furniture, appliances, automobile parts, shopping carts, tires, bicycles, dead vegetation, and other materials illegally dumped on the Bikeway. Debris shall be removed monthly and/or upon request.

(c) Landscape Maintenance:

- Provide adequate watering for the planted trees, shrubbery and ground cover to keep plantings in a healthy condition.
- Pruning of trees. During the first five years of establishment, trees shall receive at least annual pruning. All cuttings shall be disposed of off-site, the same day.
- Planting design and subsequent trimming plan shall incorporate compliance with existing regulations related to visibility and clearance for vehicles and pedestrians (including bus stop clearance requirements) and to maintain adequate visibility to existing advertising billboards.
- Tree trimming at bus stops shall meet requirements that no part of any tree shall extend beyond the curb line for the entire length of the red curb and that at the curb line, no part of any tree shall be lower than 13 feet above the street level.
- Maintenance levels shall be sufficient to not pose a fire hazard to all SANBAG buildings and structures, including poles and wirelines.
- Respond to emergency situations, including trimming for public safety and visibility of traffic devices, signs, etc.
- To facilitate railroad operations, the landscaping shall also be maintained so as to not:
  - (i) obstruct railroad signs and signals,
  - (ii) interfere with railroad employees performing their duties on the SANBAG Property,
  - (iii) prevent the proper functioning of signal and communication lines, or
  - (iv) railroad employees from visually inspecting moving equipment from their normal duty stations.
- Licensee shall maintain the northeasterly extent of any and all landscaping associated with the Bikeway and the License Property such that the same are at all times no closer than twenty (20) feet from the centerline of the nearest railroad track located northeasterly of the License Property.
- Fencing and landscaping associated with the Bikeway lying within one hundred and fifty (150) feet of the centerline of any at-grade road crossing of SANBAG Property shall meet the following minimum requirements:
  - (i) landscaping shall be maintained to a height of not more than three (3) feet above surrounding ground level;
  - (ii) fencing shall be maintained to a height of not more than four (4) feet above surrounding ground level.



(d) Investigate and resolve maintenance requests as quickly as possible consistent with staff and equipment availability and City policy.

(e) Post SANBAG-approved signs regarding the Bikeway project and/or ownership of the Right of Way. Maintain and replace signs as necessary.

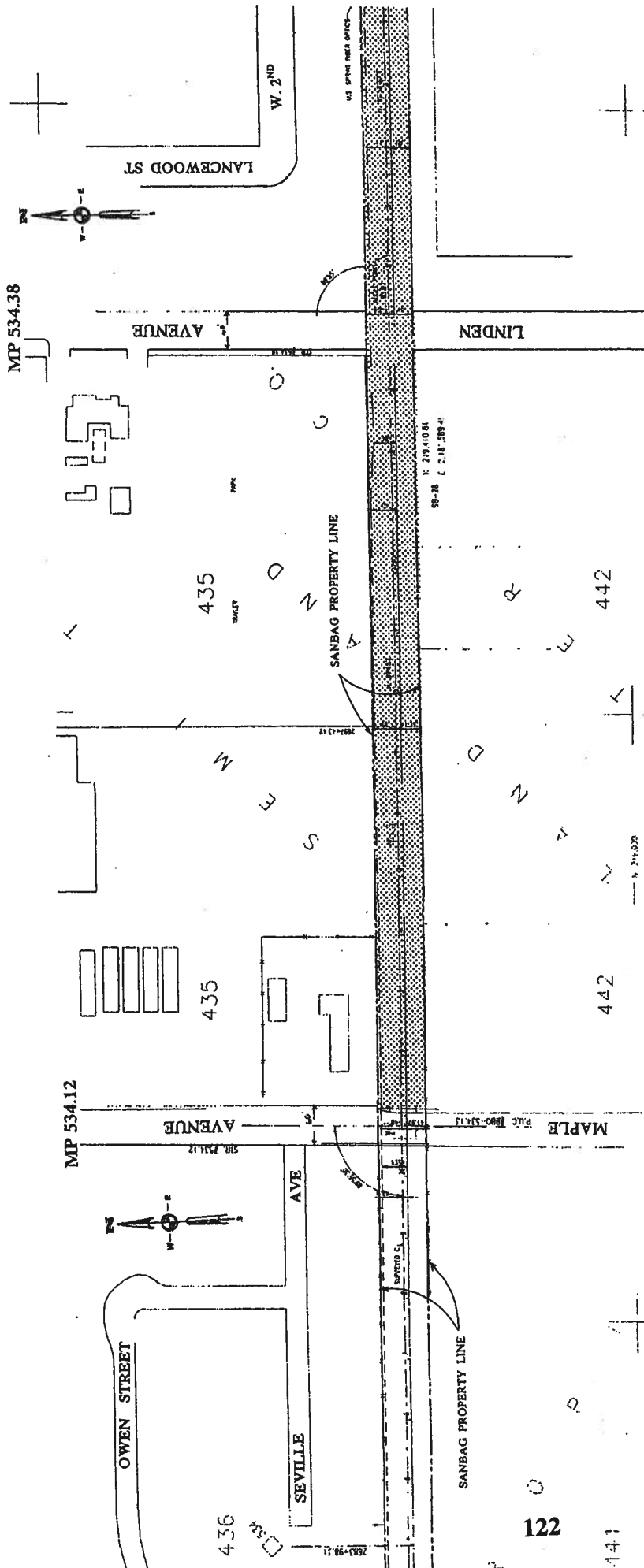
(f) Remove graffiti from signs, posts and all hard structures appurtenant to the Bikeway and its landscaping on a weekly basis. Licensee shall not be responsible for maintenance of any erected billboards or appurtenances thereto.


In event the Bikeway and SANBAG Property not be maintained as herein provided, to SANBAG's satisfaction, SANBAG may perform, at Licensee's expense, any necessary work including, but not limited to, tree and other landscape trimming and fence replacement, and Licensee agrees to reimburse SANBAG for all incurred costs.

Licensee	SANBAG

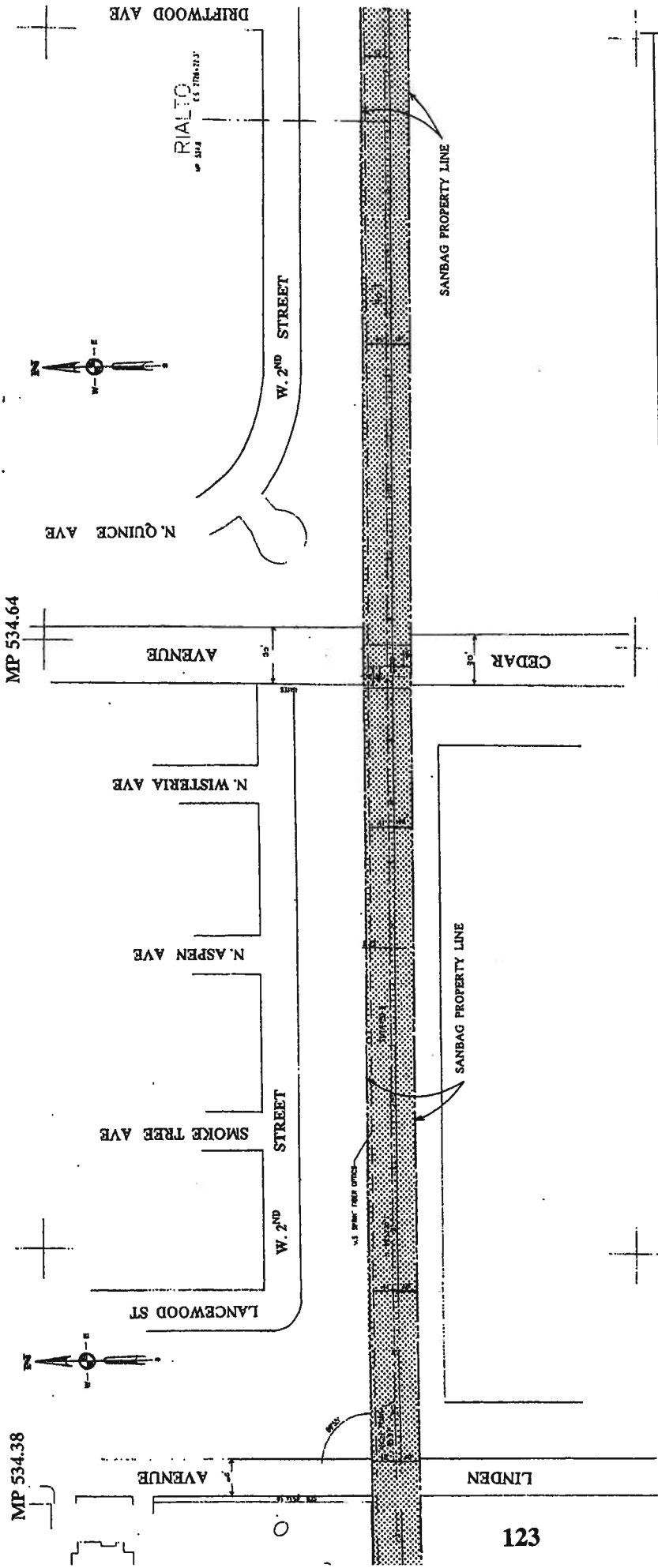
Initials


MP 534.38



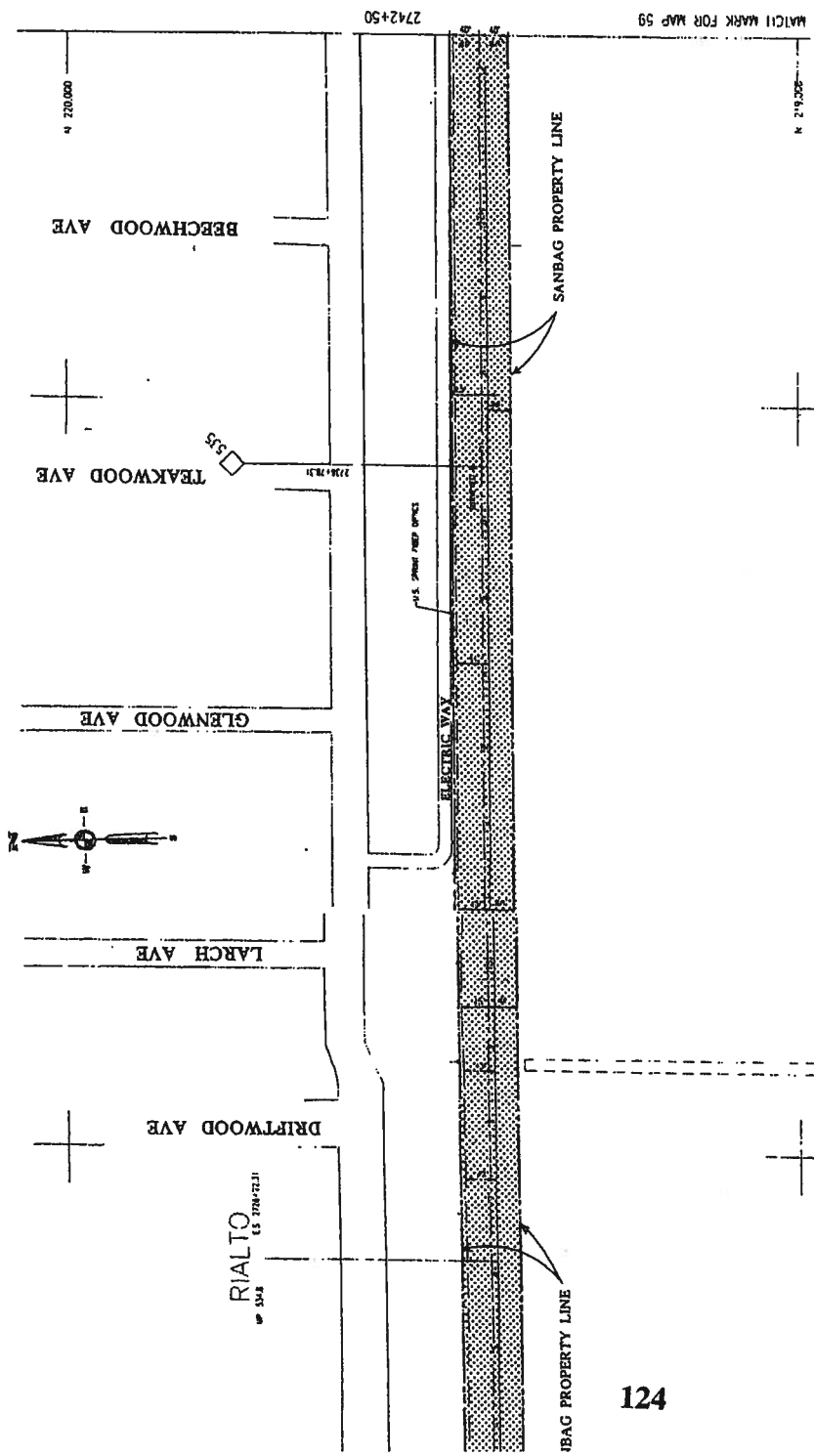
		Branch/Line RBPB N/A	Map Reference BPK 57-59 Community	Mile Post 534.12-535.38 City	EXHIBIT 'A' PAGE 1 OF 4		Lease/Licensee CITY OF RIALTO
County SAN BERNARDINO Area 1.2 MILES 6,336 LIN. FT.		Nearest Cross St. MAPLE-CACTUS Use BIKEWAY & BEAUTIFICATION	RIALTO Thomas Guide Grids 605D2-F2 Legend	San Bernardino Associated Governments 472 North Arrowhead Ave. San Bernardino, CA 92401-1421	MTA File No. RBPB001888		Scale 1"=200'
					Date 1/22/2009		MLS 1/22/2009


0246-101-14 MAPLE AVE  
0246-101-15  
0246-101-16  
0246-101-17  
0246-101-19  
0246-101-21 LINDEN AVE



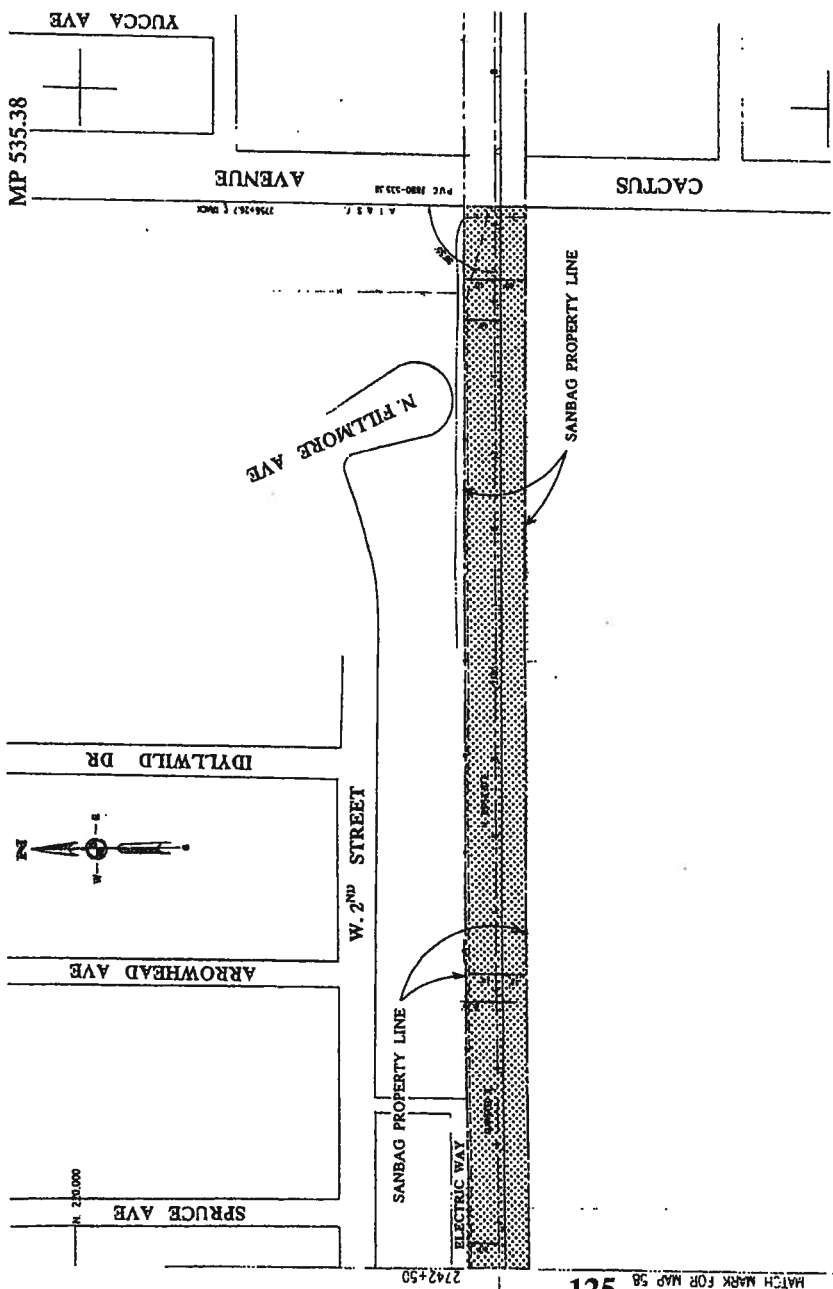
		Branch/Line	Map Reference	Mile Post	EXHIBIT 'A' PAGE 2 OF 4	Lessee/Licensee  CITY OF RIALTO
Engineers Station		BBPK	BPK 57-59	534.12-535.38		
County		N/A	Community	City	MTA File No. RBP001888	
Area		1.2 MILES	Nearest Cross St.	Thomas Guide Grids	Date 1"=200'	
Use		BIKEWAY & BEAUTIFICATION	MAPLE-CACTUS	605D2-F2	Scale 1/22/2009	
6,336 LIN. FT.				Legend	San Bernardino Associated Governments 472 North Arrowhead Ave. San Bernardino, CA 92401-1421	


0128-061-06 LINDEN AVE-SPRUCE



				Lessee/Licensee	
Branch/Line	Map Reference	Mile Post	EXHIBIT 'A'		
RBPK	BPK 57-59	534.12-535.38	PAGE 3 OF 4		
Engineers Station	Community	City	CITY OF RIALTO		
N/A		RIALTO			
County	Nearest Cross St.	Thomas Guide Grids	San Bernardino		
SAN BERNARDINO	MAPLE-CACTUS	605D2-F2	Associated Governments		
Area 1.2 MILES	Use BIKEWAY &	Legend	472 North Arrowhead Ave.		
6,336 LIN. FT.	BEAUTIFICATION		San Bernardino, CA 92401-1421		
			Scale	1"=200'	MTA File No.
			Date	1/22/2009	RBPK001888
			MLS		

0128-061-06 LINDEN AVE-SPRUCE



		Branch/Line	Map Reference	Mile Post	Lessor/Licensee	
RBPB	BPK 57-59	534.12-535.38	CITY OF RIALTO		CITY OF RIALTO	
Engineers Station	Community	City	EXHIBIT 'A'		PAGE 4 OF 4	
N/A	Nearest Cross St.	Thomas Guide Grids	San Bernardino		MTA File No.	
BERNARDINO	MAPLE-CACTUS	605D2-F2	Associated Governments		RBPB001888	
Area 1.2 MILES	Use BIKEWAY &	Legend	472 North Arrowhead Ave.		Date	
6,336 LIN FT.	BEAUTIFICATION		San Bernardino, CA 92401-1421		Scale 1"=200'	
					1/22/2009	

0128-141-05 SPRUCE-CACTUS

## *Minute Action*

### AGENDA ITEM: 15

**Date:** March 4, 2009

**Subject:** Award of Federal Transit Administration Sections 5316 – Job Access Reverse Commute and Section 5317 – New Freedom Grant Program

**Recommendation:\*** Approve award of FTA Section 5316 and Section 5317 to the following sponsors and projects:

1. Omnitrans – Production of a travel training DVD; \$24,000 NF
2. Omnitrans – Expanded ADA service beyond ¾ mile boundary; \$173,754 NF
3. Inland Valley Drug and Alcohol Recovery Center – Operating Expenses and Capital expense for replacement vehicle and transportation services; \$110,498 NF
4. Victor Valley Transit Authority – Increased frequency on bus routes; \$258,465 JARC
5. Victor Valley Transit Authority – Mobility Manager for the Victor Valley; \$108,493 NF

**Background:** On July 2, 2008, the SANBAG Board released a call for projects for FTA Sections 5316 – JARC and 5317 – New Freedom Grant Programs. The Job Access and Reverse Commute and New Freedom Programs are formula grant programs administered by the Federal Transit Administration and authorized under provisions set forth in SAFETEA-LU. These provisions authorize the apportionment of JARC and NF Funds to each large urban area and to the state for small urban and rural areas. Also included in the provision is the requirement these projects be derived from a locally developed coordinated public transit/

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

human services transportation plan. SCAG is the designated recipient for funds apportioned to the San Bernardino Valley and Victor Valley Transit Authority is the designated recipient for funds apportioned to Victor Valley. SANBAG is responsible for the preparation of the coordinated public transit human services transportation plan and insuring that projects submitted for JARC and NF Funds are addressing gaps and or needs as identified in the coordination plan.

JARC Funds are designated to improve access to transportation services to employment and employment related activities for persons of low income. The NF funds are designed to provide new public transportation services to overcome existing barriers facing persons with disabilities seeking integration into the workforce and society.

SANBAG received a total of twelve (12) applications, seven (7) for the San Bernardino Valley area and five (5) for the Victor Valley. A review committee was convened, which included representatives from the County of San Bernardino – Administrative Office, Caltrans, Omnitrans, Pomona Valley Transit Authority, AMMA (SANBAG consultant), and SANBAG. The committee met and reviewed all applications, offering three designations for the grants, full funding, provisional funding and no funding. Of the twelve, three (3) proposals were graded for full funding, four (4) for no funding, and five (5) for provisional funding. The five grants recommended for provisional funding were in need of further explanation, clarification or budgetary changes. Four (4) of those were deemed non-responsive and will submit their grants for the next call for projects and one (1) was in full compliance.

Following is a chart detailing funds available and funds recommended for award:

<b>San Bernardino Valley Projects</b>					
Applicant	Project	Year 1	Year 2	JARC/NF	
OmniTrans	Expanding ADA service	\$86,326.00	\$87,428.00	NF	
OmniTrans	Travel Training DVD		\$24,000.00	NF	
Inland Valley Drug and Alcohol Recovery Center	Operating/Capital	\$79,249.00	\$31,249.00	NF - Op/Capital	
<b>Available Funding</b>					
		Year 1	Year 2	Amount of Projects Funded*	Balance
<b>San Bernardino Valley</b>					
Job Access Reverse Commute		\$877,085.00	\$950,176.00	\$1,827,261.00	\$0.00
New Freedom		\$370,646.00	\$400,389.00	\$771,035.00	\$308,252.00
					\$462,783.00

<b>Victor Valley Projects</b>					
Applicant	Project	Year 1	Year 2	JARC/NF	
Victor Valley Transit Authority	Increased Frequencies on bus routes	\$113,880.00	\$144,585.00	JARC	
Victor Valley Transit Authority	Mobility Manager	\$52,154.15	\$56,338.85	NF	
<b>Available Funding</b>					
		Year 1	Year 2	Amount of Projects Funding*	Balance
<b>Victor Valley</b>					
Job Access Reverse Commute		\$124,063.00	\$134,402.00	\$258,465.00	\$0.00
New Freedom		\$52,154.00	\$56,339.00	\$108,493.00	\$0.00



Board Agenda Item  
March 4, 2009  
Page 4

***Financial Impact:*** This action imposes no financial impact to the SANBAG budget. These Grant Funds are passed through Omnitrans to grantees for the San Bernardino Valley and Victor Valley Transit Agency is a direct recipient.

***Reviewed By:*** This item was reviewed by the Plans and Programs Policy Committee on February 18, 2009 and unanimously recommended for approval.

***Responsible Staff:*** Michael Bair, Director of Transit and Rail  
Beth Kranda, Transit Analyst

## *Minute Action*

### AGENDA ITEM: 16

**Date:** March 4, 2009

**Subject:** Contract with Michael A. Bair for Transit and Rail Consultation Services

**Recommendation:\*** Approve Contract No. C09148 between Michael A. Bair and SANBAG to provide services related to the implementation of Transit and Rail programs. The contract is to cover a period until June 30, 2009 and is for an amount not to exceed \$31,680.

**Background:** With the retirement of SANBAG's Director of Transit and Rail Programs, SANBAG has a need for interim assistance while a new Director is recruited. In order to fill this interim need, SANBAG has prepared a contract with Michael A. Bair, our retired Director of Transit and Rail Programs, to provide part time consulting services to SANBAG.

Under the terms of the contract, Mr. Bair will be considered a contract employee of SANBAG and will work 48 hours per pay period through March 27, 2009; 32 hours per pay period from March 28, 2009 through June 19, 2009; and 24 hours per pay period from June 20, 2009 until the end of the contract on June 30, 2009.

This contract will allow SANBAG Transit and Rail programs to continue smoothly and without interruption while SANBAG recruits for a new Director of Transit and Rail Programs.

\*

*Approved*  
*Board of Directors*

*Date: :* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

Board of Directors Agenda Item

March 4, 2009

Page 2

***Financial Impact:*** The amount of the contract will not exceed \$31,680 and will be split evenly between task 30909000 General Transit and task 35209000 General Commuter Rail. The amount is within the adopted Fiscal Year 2008/2009 Budget under professional services.

***Reviewed By:*** This item was reviewed by the Administrative Committee on January 14, 2009 and unanimously recommended for approval. The contract has been reviewed as to form by Legal Counsel.

***Responsible Staff:*** Duane A. Baker, Director of Management Services

**SANBAG Contract No. C09148**  
 by and between  
San Bernardino Associated Governments  
 and  
Michael A. Bair  
 for  
Transit and Rail Consultation Services

**FOR ACCOUNTING PURPOSES ONLY**

<b>X Payable</b> <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
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Notes:

Original Contract: <u>\$ 31,680.00</u>	Previous Amendments Total: \$ _____
	Previous Amendments Contingency Total: \$ _____
Contingency Amount: \$ _____	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 31,680.00**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
30909000	5110	LTF - Planning	_____	\$ 15,840.00
35209000	5510	LTF- Planning	_____	\$ 15,840.00

Original Board Approved Contract Date: <u>3/4/09</u>	Contract Start: <u>3/14/09</u>	Contract End: <u>6/30/09</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: <u>08/09</u> \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation → \$ _____
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Is this consistent with the adopted budget? ☒ Yes ☐ No

If yes, which Task includes budget authority? 30909000 & 35209000

If no, has the budget amendment been submitted? ☐ Yes ☐ No

**CONTRACT MANAGEMENT**

**Please mark an "X" next to all that apply:**

☐ Intergovernmental  
 ☒ Private  
 ☐ Non-Local  
 ☐ Local  
 ☐ Partly Local

Disadvantaged Business Enterprise: ☒ No ☐ Yes \_\_\_\_\_ %

Task Manager: _____	Contract Manager: _____
---------------------	-------------------------

*Michael A. Bair* 2-20-09

Task Manager Signature	Date	Contract Manager Signature	Date
<i>Chela Starnes</i>	<u>2/20/09</u>	<i>Michael A. Bair</i>	

Chief Financial Officer Signature      Date

C09148  
30909000 & 35209000

**CONTRACT NO.C09148**

**By and between**

**San Bernardino Associated Governments**

**and**

**Michael A. Bair**

**for**

**Transit and Rail Consultation Services**

**THIS CONTRACT** is entered into in the State of California by and between San Bernardino Associated Governments, hereinafter called SANBAG, and Michael A. Bair, hereinafter called Contractor.

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, SANBAG desires to obtain the services of Contractor on the terms and conditions set forth in this Agreement, and

**WHEREAS**, Contractor has the skills and knowledge necessary to provide services for SANBAG;

**NOW, THEREFORE**, in consideration of mutual covenants and conditions, the parties agree as follows:

**I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

To further implement the Transit and Rail Program as well as the Transportation Development Act (TDA) program administration, Contractor shall work cooperatively with the staff of SANBAG under the direction of the Executive Director, performing a broad range of responsibilities and special assignments such as:

- A. Serve as Interim Director of Transit and Rail Programs until such time as a replacement has been hired.**
- B. Assisting in the management Transit and Rail Program.**

- C. Assisting in the management of the TDA Program.
- D. Participate in the completion of various transit and rail studies currently underway, including the Redlands Corridor RSTIS, the Long Range Transit Plan, the Victor Valley Commute Study, and the Study to form a Consolidated Transportation Services Agency within the San Bernardino Valley.
- E. Participate in the negotiations with the BNSF and UP regarding amendments to the Shared Use and Capital Improvements Agreements involving the BNSF San Bernardino, Pasadena and Redlands Subdivisions and the UP Los Angeles Subdivision.
- F. Perform other transit and rail special projects and duties as assigned.
- G. Travel as required.

## **II. CONFLICT OF INTEREST**

As a condition of employment, Contractor does hereby agree to follow and uphold the following conflict of interest policy as follows:

No employee shall engage in any business or transaction or shall have a financial or other personal interest or association direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal or political associations.

This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active SANBAG employment providing such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to SANBAG employment.

## **III. TERM**

This agreement shall be effective March 14, 2009, and shall remain in effect until June 30, 2009 subject to the termination provisions of this paragraph. Notwithstanding the foregoing, either party may terminate this Contract at any time without cause with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by SANBAG. Contractor shall serve at the pleasure of the Executive Director of SANBAG, or his/her designee, who shall have the full authority and discretion to exercise SANBAG rights under this paragraph.

#### **IV. COMPENSATION OF CONTRACTOR**

Upon the effective date of this Contract, Contractor shall be considered a contract employee for SANBAG.

- A. For and in consideration of Contractor's services, SANBAG agrees to pay Contractor, and Contractor agrees to accept the hourly rate of \$120.00. The total compensation for the Contractor shall not exceed \$31,680. Payment for such services shall be made on a biweekly basis on the same reporting system and payroll schedule as all other SANBAG employees.
- B. In the performance of the duties under this Contract, Contractor shall be required to work six (6) days or 48 hours per pay period through March 27, 2009; four (4) days or 32 hours per pay period between March 28, 2009 and June 19, 2009; and three days or 24 hours per pay period between June 20, 2009 and June 30, 20089 to carry out the duties specified in this Contract under the direction of the Executive Director and such requirement may be varied so long as the work requirements and efficient operation of SANBAG are assured.
- C. Contractor's primary location of work will be the SANBAG office. Tele-commuting is permissible with the approval of the Executive Director. It is anticipated that this part time position will require Contractor work approximately half time over the course of the contract.
- D. Contractor shall participate in the Social Security system during the term of this Contract.
- E. Contractor shall be reimbursed for actual expenses incurred in the performance of this Contract in accordance with SANBAG Policy No. 10108.

#### **V. GENERAL PROVISIONS RELATING TO CONTRACTOR**

- A. Submission of hours worked shall be on SANBAG's time reporting system.
- B. CONTRACTOR must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer.
- C. Services to be performed under this agreement require Contractor to drive a vehicle. Contractor must provide a copy of her valid California driver's license and continue to possess a valid California driver's license at all times during the performance of this Agreement.

In order for Contractor to be able to use a private vehicle during the performance of this Contract, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen thousand dollars (\$15,000) for single injury or death;
2. Thirty thousand dollars (\$30,000) for multiple injury or death;
3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed cause for termination of this Contract, pursuant to Section III.

- D. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder. Contractor shall not be entitled to vacation, holiday, sick leave benefits, or any other benefits not specifically set forth in this contract.
- E. Contractor shall be covered by SANBAG's General Liability and Workers' Compensation insurance coverage during the hours actually worked under this Contract.
- F. Contractor shall adhere to SANBAG standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in contract termination or lesser penalties.

## **VI. CONCLUSION**

This Contract, consisting of five (5) pages, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions and benefits.



**SAN BERNARDINO**  
**ASSOCIATED GOVERNMENTS**

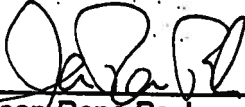
**MICHAEL A. BAIR**

By: \_\_\_\_\_  
Gary C. Ovitt  
SANBAG Board President

By: \_\_\_\_\_  
Michael A. Bair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

Date: 2-22-09

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 17

**Date:** March 4, 2009

**Subject:** Findings from the September 2008 Transportation Development Act Unmet Transit Needs Public Hearings

**Recommendation:\*** Adopt Resolution 09-008 Resolution of the San Bernardino County Transportation Commission Adoption of Unmet Transit Needs Findings for the Public Hearings held in September 2008.

**Background:** During September 2008 SANBAG, acting as the County Transportation Commission (Commission), held four public hearings for the Mountain/Desert Region in San Bernardino County in response to the Transportation Development Act (TDA) requirement to obtain testimony regarding unmet transit needs that can be reasonably met (PUC §99238.5 and 99401.5) by establishing or contracting for new public transportation or specialized transportation service or by expanding existing services. The first, second and third public hearings were held on September 15, 2008 in Victorville, Crestline and Barstow. The fourth meeting was held on September 18, 2008 in Joshua Tree. The governing bodies of the Victor Valley Transit Authority, Mountain Area Regional Transit Authority, and Morongo Basin Transit Authority served as the hearing boards. Representatives from the Barstow City Council and County of San Bernardino served as the hearing board for the hearing in Barstow.

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

BRD0903b-bk  
50209000  
Attachments:  
RES09008-bk  
MDC0902a1-bk

Attachment A is Resolution 09-008 that contains the formal findings from the public hearing process. Attachment B provides the definitions of “unmet transit needs” and “reasonable to meet” adopted by the Commission on July 2, 2008. The definitions have been used to determine the recommended formal findings contained in Resolution 09-008. Attachment C provides a summary of the testimony received and recommended staff response.

### **Upper Desert Region**

#### **Victor Valley**

The testimony received in the Victor Valley region addressed continued improvements to the VVTA transit network, more frequent service, additional buses and better connections. VVTA continues to implement the recommended changes from the recently completed short range plan which included additional routes and more frequent service on certain routes. In addition VVTA is planning on implementing additional adjustments and routes next year to enhance their core network.

Comments were received in reference to implementing Sunday service, currently there are no plans to implement Sunday service, this will be revisited after additional planned improvements have been implemented and a determination can be made that adding Sunday service will not result in VVTA not meeting its required operating ratio of 15%.

Several comments requesting commuter service were received. Currently a Victor Valley Long Distance Commuter Needs Assessment is planned to begin in February which will measure the demand for commuter service and identify feasible service options.

There were comments in reference to needed bus stop amenities and SANBAG is encouraging the jurisdictions in the Victor Valley to apply to SANBAG for funds to make bus stop improvements through the TDA Article 3 program as well as the VVTA continuing the annual investment of 1% of FTA formula funds for transit system enhancements.

A petition was received from members of the Community of El Mirage requesting service between El Mirage and Adelanto or Victorville. In light of recent transit funding reductions, SANBAG is encouraging the County of San Bernardino to explore an expansion of the TREP (trip reimbursement escort program) to include

lower income adults and to provide a mileage reimbursement mechanism for friends and family who are eligible to drive other eligible recipients.

There were several comments received in reference to the need for inter-city trips. SANBAG is directing the County of San Bernardino, Department of Public Works to provide leadership over the next year to develop and adopt a plan to provide modest intercity transportation service that support connectivity between selective San Bernardino County communities where cost effective arrangements can be made.

**Barstow**

Testimony was received in reference to needing additional passenger assistance and driver insensitivity and SANBAG strongly encourages the City to require its contractor to provide and document sensitivity training for dispatchers and drivers.

There were several comments in reference to Dial a Ride service, with trips being missed, long waiting times and difficulty reserving trips. The City of Barstow is finalizing an Operations analysis which includes a restructuring of services and implementation of needed upgrades including a computer aided dispatch system to help in scheduling and the documenting of trips requests. Once the Operational Analysis is complete and approved the City should implement suggested operational changes and improvement in a timely manner.

The Senior Center submitted an informal questionnaire in reference to service quality issues and SANBAG encourages BAT to review and implement suggested changes where possible. For example, a simple postcard should be made available on the bus to encourage passengers to submit comments or complements to BAT management.

There were comments received in reference to intercity trips including the need for non emergency medical trips from Barstow, Hinkley, Yermo and Dagget to access various medical services located in Victorville and Loma Linda. As in the Victor Valley Area, SANBAG is directing the County of San Bernardino, Department of Public Works to provide leadership over the next year to develop and adopt an implementation plan to provide modest intercity transportation service.

### **Lower Desert**

Testimony received in the Lower Desert Area included requests for weekend service, extended operating hours, more service in outlying areas and service on unpaved roads. Testimony was received in reference to intercity trips such as connectivity to San Bernardino, Loma Linda, and Arrowhead Medical Center and as identified in the previous paragraph SANBAG is directing the County of San Bernardino to provide leadership over the next year to develop and adopt an implementation plan to provide modest intercity service.

### **Mountain Area**

Testimony received in the Mountain regional addressed concern over upcoming fare increases and fare policies. The MARTA Board has suspended the implementation of fare increases and will review alternatives for revised fare structure and passes. Later evening service was requested and MARTA is encouraged to apply to Caltrans for Job Access Reverse Commute Grant in the next cycle.

There was no testimony received from the Needles area.

The responses to the testimony and preliminary findings were presented to the Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) on December 22<sup>nd</sup>. The PASTACC concurred with the preliminary findings. The summary of testimony and formal findings resolution was presented to the hearing boards as follows: Morongo Basin on January 15<sup>th</sup>; Mountain Area and Barstow Area on January 20<sup>th</sup>; and Victor Valley on January 26<sup>th</sup>.

***Financial Impact:*** This item has no direct impact on the adopted budget. The Commission is responsible for administering the Transportation Development Act funds for San Bernardino County, including conducting the unmet transit needs public hearings and adoption of formal findings in response to the testimony received. Funding for the expenses associated with this activity is provided for under Task 50209000 TDA Administration. The funding source is LTF Administration.

***Reviewed By:*** This item was reviewed by the Mountain/Desert Committee on February 20, 2009 and unanimously recommended for approval.

***Responsible Staff:*** Beth Kranda, Transit Analyst  
Michael Bair, Director of Transit and Rail

## **RESOLUTION NO. 09-008**

### **RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION ADOPTION OF UNMET TRANSIT NEEDS FINDINGS FOR HEARINGS HELD IN SEPTEMBER 2008**

WHEREAS, the San Bernardino County Transportation Commission (SANBAG) is the designated transportation planning agency for San Bernardino County, and is therefore, responsible for the administration funds under the Transportation Development Act (TDA), as amended; and

WHEREAS, SANBAG had adopted definitions of "unmet transit needs" and "reasonable to meet" during its regular meeting of July 2, 2008 and adopted a modification to the definition of "reasonable to meet" on September 1, 2004; and

WHEREAS, SANBAG conducted four public hearing in September, 2008 to obtain testimony regarding unmet transit needs in the Mountain/Desert area of San Bernardino County; and

WHEREAS, SANBAG has given consideration of the testimony received during the public hearing process pursuant to PUC Sections 99238 and 99401.5; input from the Public and Specialized Transportation Advisory and Coordinating Council (PASTACC), the advisory council established pursuant to PUC Section 99238; and adequacy of public and specialized transportation contained in the most recently adopted Regional Transportation Plan; and the analysis of potential alternative public and specialized transportation services that would meet all or part of the transit demand;

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of San Bernardino County Transportation Commission hereby finds;

1. There are no unmet transit needs that can be reasonably met within the Upper Desert Region of San Bernardino County provided that the County of San Bernardino:

- a. Provide leadership over the next year to develop and adopt a plan of implementation, no later than July 2010, to provide modest inter-city transportation service that support minimal level of service between selective San Bernardino County communities where cost-effective arrangements can be developed.
- b. The City of Barstow will implement any approved suggested operational changes and improvement as identified in the Operational Analysis and ensure timely implementation.

2. There are no unmet transit needs that can be reasonably met within the Victor Valley Region of San Bernardino County provided the County of San Bernardino:

a. Provide leadership over the next year to develop and adopt a plan of implementation, no later than July 2010, to provide modest inter-city transportation services that support minimal level of service between selective San Bernardino County communities where cost-effective arrangements can be developed.

3. There are no unmet transit needs that can be reasonably met within the Morongo Basin, Lower Desert Region of San Bernardino county provided that the County of San Bernardino:

a. Provide leadership over the next year to develop and adopt a plan no later than July 2010, to provide modest inter-city transportation services that support minimal level of service between selective San Bernardino County communities where cost-effective arrangements can be developed.

4. There are no unmet transit needs that can be reasonably met within the Mountain Desert region of San Bernardino County provided that MARTA submit an application to next year to Caltrans for Job Access Reverse Commute (JARC) funding to operate a later evening service demonstration.

Approved by the Board of Directors of the San Bernardino County Transportation Commission at a regular meeting thereof held this March 5, 2009.

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

## **Attachment B**

### **Definitions of “Unmet Transit Needs” and “Reasonable to Meet” Adopted by the San Bernardino County Transportation Commission Board of Directors on July 2, 2008**

**Unmet Transit Needs:** Unmet transit needs are any deficiency in the provision of public transit service, specialized transit service or private for-profit and non-profit transportation.

**Reasonable to Meet:** Reasonable to meet is a determination to be made based upon the following guidelines, performance and financial standards:

- A. Community acceptance** – The proposed service has community acceptance and support as determined by the Unmet Transit Needs public hearing record, the inclusion of adopted programs and plans, the adoption of governing board positions and other existing information.
- B. Timing** –
  - 1. The proposed service shall be in response to an existing rather than future need.
  - 2. The proposed service shall be implemented consistent with the timing for federal and state grant approval if such a grant is the most appropriate primary method of funding.
- C. Equity** – The proposed service shall:
  - 1. Not unreasonably discriminate against or in favor of any particular segment of the community.
  - 2. Not result in reduced service levels for other parts of the transit system that have equal or higher priority.
  - 3. Require a subsidy per passenger generally equivalent to 120% of similar services being operated within the first two full fiscal years of operation unless overriding reasons so justify



**D. Cost effectiveness** – The proposed service shall:

1. Not duplicate other existing transportation services or resources.
2. Consider opportunities for coordinating among adjoining public entities or with private transportation providers and/or funding agencies in order to maximize existing resources (including financial) as well as legal or customary responsibilities of other entities such as social service agencies, religious organizations and schools.
3. Not adversely affect the operator's ability to meet the required ratio of fare revenue to operating cost after two full fiscal years of operation.
4. Meet a productivity level of 80% of the average number of passengers per hour for similar services being operated within the first two full fiscal years of operation unless overriding reasons so justify.

**E. Operational feasibility** – The proposed service must be safe to operate, including the operation of vehicles on adequately maintained roadways.

## ATTACHMENT C

### San Bernardino County – Mountain Region Transportation Development Act Unmet Transit Needs Hearings, FY 08/09 Crestline Village Water District, Crestline - September 15, 2008 SUMMARY OF TESTIMONY AND RESPONSES

San Bernardino County – Mountain Region	
<b>Unmet Needs Hearing Schedule</b>	Individuals are welcome to submit testimony in writing or by email. Both methods are equally acceptable alternatives to testifying in person, where work schedules make that difficult.
Scheduling this meeting at 1 p.m. the afternoon makes it very difficult for those who work, particularly those working down-the-hill, and who would like to attend.  <i>Valerie Julien-Pieto, Crestline</i>	MARTA has adopted an increased fare but delayed implementing the increase until early in 2009. A marketing project is underway and will provide an opportunity to restructure how MARTA presents its services, and to announce the higher fares.
<b>Fare Policy for Regular Commute Riders</b>	MARTA's administration and Board of Directors are looking at the pass alternatives and they report that these comments will be carefully considered for the future, in relation to regular commuters. No change in the adopted fare structure is anticipated.
Fare for the Off-the-Mountain service is about 225% above that of a daily pass rider. At \$108 per month this translates to \$7.20 a ride, versus the daily pass rider for whom it is about \$1.60 a trip.  Metrolink gives regular riders a 10% reduction in prices for 30 trips, for the regular commuters. MARTA commuter fares are actually a disincentive to use the service regularly.  Consider commuters in the pricing of fares.  <i>Valerie Julien-Pieto, Crestline</i>	It is common practice to have a distance-based differential between local transit trips and inter-city trips
<b>Fare Increase for Bus Passes</b>	We appreciated that an Inland Regional Center representative attended the hearing and acknowledged, the anticipated the new fares and IRC's acceptance of its transportation responsibility.
The planned increase in bus passes for consumers in Big Bear and in Running Springs will be absorbed by Inland Regional Center. These individuals with developmental disabilities are on SSL.  <i>Rebecca Gervin, Inland Regional Center</i>	MARTA is encouraged to apply to Caltrans for <i>Job Access Reverse Commute</i> (JARC) funding in its next cycle. This new Federal funding can be used to support extended evening service oriented to work trips. Funding is requested through a statewide, competitive grant process.
<b>Later Evening Service</b>	
Requesting service in Big Bear beyond 7 p.m.; this is not late enough for individuals who are getting off work in the early evening.  <i>Rebecca Gervin, Inland Regional Center</i>	

MDC0902a1-bk

**San Bernardino County –Barstow Region**  
**Transportation Development Act Unmet Transit Needs Hearings, FY 08/09**  
**Barstow City Council Chambers, Barstow – September 15, 2008**  
**SUMMARY OF TESTIMONY AND RESPONSES**

Barstow Region – 2008 Unmet Transit Needs Hearings – Testimony and Responses	
<b>Passenger Assistance/ Driver Accommodations</b>  Requests assistance to new senior bus riders from drivers; more helpful by keeping seniors' seats on buses clear for seniors and persons with disabilities; drivers need to enforce that these seats are for seniors. <i>Glenda Sherrick, Windy Pass, Barstow</i>  Bus drivers are rude to passengers; sometimes drivers have a negative attitude towards riders.  <i>Oscar McMurray, Barstow</i> <i>Alex Garcia, Hinkley</i>  Drivers are sometimes not requesting passengers fares. <i>Oscar McMurray, Barstow</i>	<p>The City should require its contractor to provide and document the provision of sensitivity training to dispatchers and drivers.</p>
<b>Need for Flag Stops/ Forced Transfer</b>  Need to have ability to stop and leave the vehicle between regularly posted stops – particularly important for those with disabilities.  Driver forced the passenger to transfer from his mobility device onto the seat.  <i>Oscar McMurray, Barstow</i>	<p>From a safety perspective, it is not feasible for the vehicles to implement "flag" stops – stops at other than designated stop locations – within town. If walking distances between posted stops is a problem, the Dial-a-Ride service should be utilized.</p> <p>The City should review with its contractor the requirements and limitations of the ADA regarding securement of mobility devices. Where a scooter-type mobility aide cannot be effectively secured to the vehicle the rider has a choice to transfer but cannot be forced to do so.</p>
<b>Dial-a-Ride Service</b>  Left waiting for bus for lengthy times; sometimes three, four and five hour waits. Waits of several hours. Told by dispatcher "forgot to write you down." <i>Alex Garcia, Hinkley</i> <i>Oscar McMurray, Barstow</i>	<p>The City is implementing service improvements, beginning in FY 2009/10, to include computer-assisted dispatch. This should minimize and hopefully end the potential for "losing" trips because they weren't properly recorded. Every call coming into dispatch will get logged, in the anticipated system. For example, the dispatcher is flagged when a rider is waiting too long, a trip is not appropriately booked for pick-up, or a vehicle is too long it getting to a rider.</p>

Barstow Region - 2008 Testimony	Responses
<p><b>Dial-a-Ride Service, continued</b></p> <ul style="list-style-type: none"> <li>- Bus won't wait - wants the bus to wait a few minutes while going in to buy 2 gallons of milk and go back to the bus. I am 90 years old. Hard to wait for the bus to come back, sometimes several hours' wait.</li> <li>- Drivers get lost. Need better directions; drivers who know the way. <i>Alex Garcia, Hinkley</i></li> </ul> <p>Spent almost an hour on the telephone trying to get through to the Dial-a-Ride service; reports "we are not available..."</p> <p>Cell phone doesn't seem to work to get through to Dial-a-Ride dispatch although land lines do get through. <i>Phillip Eugene Tripp, Barstow</i></p>	<p>Regrettably, public transit cannot wait for its riders, even though that seems like a common-sense approach for those with short, quick trip requirements. The City of Barstow is going through a restructuring of its services that should improve service in various ways, including providing drivers with driving directions (rights and lefts) to get to their scheduled pick-ups.</p> <p>This restructured service that is anticipates implementing in FY 2009-10 will address these communications issues through implementing a computer-aided dispatch system and improved telephone communications systems. It is hoped that this will address the current long wait times for dispatch.</p> <p>The cell phone in use was understood to be from out-of-the area; probably including the local area code in the call will ensure that the call goes through.</p>
<p><b>Fare Discounts</b></p> <p>Requests a discount of the fare for the lowest income -- \$3 fare is difficult. <i>Clifton Sanders, Barstow</i></p>	<p>We recognize, and regret, that the passenger fares are difficult to pay for those of lowest income. However, public transit is required by state law to collect minimum fares from all passengers to obtain a minimum of 10 percent of total costs of the overall program. Further discounts, above those for seniors, persons with disabilities, students and youth are therefore not possible.</p>
<p><b>Senior Center Transportation Survey</b></p> <p><u>Service quality:</u> Provided a questionnaire to all bus riders to grade service attributes; prepared a summary of responses identifying areas of key concern to seniors.</p> <p><u>Medical van issue:</u> Senior Center used to have a van for medical trips. But no funds for operating dollars.</p> <p><u>Identification:</u> Request that City BAT drivers wear nametags so that riders know the names of the drivers. Should they have concerns about these individuals, they can name them.</p> <p><u>Customer comments:</u> Suggests a comment card or postcard/ pre-paid on buses to invite comments from riders. <i>Jeff Eason, Barstow Senior Center</i></p>	<p><u>Service quality:</u> this information is potentially very valuable and SANBAG encourages City staff and the City's contractor to implement suggestions where possible towards improved services.</p> <p><u>Medical van service:</u> The Senior Center is encourage to pursue Federal New Freedom funding from the Caltrans statewide competition to obtain operating dollars. A partnership with the American Cancer Society could represent a competitive proposal. SANBAG can work with both agencies in preparing that grant when the next Caltrans cycle comes around, probably sometime during 2009.</p> <p><u>Identification and customer comments:</u> Postcard method for inviting service comments, including compliments, is a good idea. Recommend that the City implement this. Cards should include space for route #s, time of day, and day-of-the week so that riders' concerns can be specifically addressed. It is up to the City's contractor as to whether or not it wishes to provide name tags.</p>

**INTER-CITY TRIPS** – Various trip needs between communities were identified by persons testifying and are discussed in the sections following this part. Specific direction to the County, with regard to inter-community trips, is as follows:

Direct the County of San Bernardino, Department of Public Works to provide leadership over the next year, to develop and adopt an plan of implementation, no later than July 2010, to provide modest inter-community transportation capabilities that support minimal, “safety net” level-of-service between selective San Bernardino County communities, where cost-effective arrangements can be developed. Such cost-effectiveness shall include the leveraging of potentially available human services transportation funding and public transit funding. Such additional funding was identified, through the Coordinated Public Transit-Human Services Transportation Plan, adopted by SANBAG in 2008. Public transit funding may include but is not limited to FTA Section 5311(f), JARC – Section 5316 and/or New Freedom-Section 5317. Such services should be complement existing intercity services and fare subsidy programs

Importantly, the County is directed to work with other partner agencies and their Health and Human Services funding sources, agencies to include but not be limited to the Dept. of Aging and Adult Services, the Dept. of Rehabilitation, Inland Counties Regional Center, Children’s Services, Workforce Development Dept, Veterans Affairs and the Veteran’s Hospital, MediCal providers Inland Empire Health Plan and Molina Health Plan, and the Dept. of Behavioral Health Services. The County is directed to establish a mechanism and design transportation service(s) by which these agencies can purchase trips for their consumers traveling from outlying areas of the County into services in more densely populated areas.

#### Non-Emergency Medical Trips

- Need transportation assistance for medical purposes from Barstow, Hinkley, Yermo and Dagget. Individuals can’t get to their treatments.
- Need assistance also from Victorville to Loma Linda for cancer treatments.
- Individuals, even when they have a car, are uncomfortable driving; often are elderly; simply don’t feel well enough to drive after treatments. Many live alone.
- Need a “CareVan” type service for chemotherapy and radiation treatments.

*Joanne Cousino, American Cancer Society,  
High Desert Region*

Such non-emergency medical trips to the Victor Valley or beyond, to the San Bernardino Valley, are perfect for development of a project funded with New Freedom funding. SANBAG is currently administering a Call for Projects for this funding. The American Cancer Society could respond. Such projects, to be successful, will require human service agency leadership, as well as local match funding.

SANBAG directs that the City of Barstow, the County and VVTA work together to develop improved, inter-city connections within one year.

In the interim, other options include the Greyhound Bus subsidy, available through the City, with discounted tickets of \$11 to Victorville and \$18 to San Bernardino. Potentially arrangements can be made with VVTA’s demand responsive services of VVTA or Omnitrans to assist riders who are ADA-eligible in completing their trip, once they are in their respective service areas.

San Bernardino County – Victor Valley Region  
Transportation Development Act Unmet Transit Needs Hearings, FY 08/09  
Victorville City Council Chambers, Victorville – September 15, 2008  
SUMMARY OF TESTIMONY AND RESPONSES

Victor Valley Region – 2008 Hearing	Response
<p><b>Continued Improvements to the VVTA Network</b></p> <p>Need ½ hour service frequency between 6 a.m. and 9 a.m. for all the high school and college oriented routes when students are traveling; again from 1 p.m. to 4 p.m., particularly Route 31 &amp; 32. Buses are overcrowded, standing room only last week on the Routes 52 and 53.</p> <p style="text-align: right;"><i>Terry Martini, Adelanto</i></p>	<p>VVTA has taken delivery of seven new 40-foot buses, seating more passengers than its existing vehicles. These larger buses have been placed on routes that are routinely overcrowded.</p> <p>VVTA has applied for a New Freedom Grant to increase 30 minute service in the mornings on key routes and speed implementation of its 5-year implementation plan for the <i>Operations and Growth Analysis Study (2007)</i>. Recent and anticipated future service includes:</p> <p><u>Beginning August thru November 2008</u></p> <ul style="list-style-type: none"> <li>-- Creating West Victorville Community Dial-a-Ride [Rt. 54]</li> <li>-- Improving peak frequency from 60 to 30 minutes by 3 additional AM routes and 3 additional PM roundtrips to the Core Routes including: <ul style="list-style-type: none"> <li>Rt. 53 from Victor Valley College to Victor Valley Mall;</li> <li>Rt. 43 from VVC to Apple Valley Post Office; and</li> <li>Rt. 45 from VVC to Lorene/7<sup>th</sup> transfer point only.</li> </ul> </li> <li>Rt. 44 &amp; Rt. 48 improvements made early.</li> </ul>
<p>Need a bus route for Mohave 395 Hwy at El Evado as the Target and Lowes stores are going in there.</p> <p style="text-align: right;"><i>Terry Martini, Adelanto</i></p>	<p><u>Beginning July 2009</u></p> <ul style="list-style-type: none"> <li>-- Adjustments and additional routes to enhance the core network: <ul style="list-style-type: none"> <li>Rt. 32 Victorville to Adelanto Route.</li> </ul> </li> <li>-- Base fare adjustment from \$1.25 to \$1.35.</li> </ul>
<p>Request a bus be placed back on Mariposa between Bear Valley and Nisqually.</p> <p style="text-align: right;"><i>From Transtrak Comment Log Sherry Dickerson</i></p>	<p><u>Beginning July 2010</u></p> <ul style="list-style-type: none"> <li>-- Improve peak period frequency from 60 minutes to 30 minute by adding 3 additional routes in both AM and PM: <ul style="list-style-type: none"> <li>Rt. 31 Victorville to Adelanto via Palmdale Rd.</li> <li>Rt. 41 Victorville to Apple Valley via Highway 18</li> </ul> </li> </ul>
<p>Request that a bus be put back on Village between Amargosa and Tawney Ridge.</p> <p style="text-align: right;"><i>From Transtrak Comment Log Tammy Evans Julie Williams, Rolling Start, Victorville</i></p>	<p><u>Beginning July 2011</u></p> <ul style="list-style-type: none"> <li>-- Improve peak period frequency from 60 minutes to 30 minutes by adding 3 additional routes in both AM and PM. <ul style="list-style-type: none"> <li>Rt. 52 Victorville to Victor Valley Mall via Civic Drive</li> <li>Rt. 51 Victorville Circulator</li> </ul> </li> <li>- Base fare adjustment from \$1.35 to \$1.50</li> </ul>
<p>For additional information, see VVTA's <i>Operations and Growth Analysis Study (January 2007)</i> at: <a href="http://www.vvta.org">www.vvta.org</a></p>	<p>For additional information, see VVTA's <i>Operations and Growth Analysis Study (January 2007)</i> at: <a href="http://www.vvta.org">www.vvta.org</a></p>

### Commuter Bus Service – Victor Valley to San Bernardino Metrolink and other Valley Destinations

Requesting for commute bus service between the Victor Valley and down-the-hill destinations including Metrolink and other San Bernardino Valley locations. Issues include:

- population growth in the High Desert and increased demand;
- gasoline prices making it prohibitive to drive down-the-hill;
- with housing values dropping, people are unable to move closer to jobs in the L.A. basin;
- workers traveling out-of-the area for better wages to support good lifestyle in the High Desert;
- Longer commute times driving; 2 to 2 ½ hours on Fridays with high congestion levels at certain times;
- Metrolink use is growing; need connections
- Commuters work down-the-hill but spend their earnings and pay their taxes locally.

*Karen Aguilera, Hesperia*

*Cece George, Victorville, via email*

*Velma Johnson and family, via email*

*Sandy LaLonde, Apple Valley, via email*

*Shelia Miller, Victorville*

*Gwen Parker, Hesperia*

*Lucy L. Reinhardt-Ulatowski, Victorville*

*Brik Rimoor, via email*

*Yolanda Simental, Victorville*

*Shantel Simmons, via email*

*Brenda Toney and family, Victorville, via email*

*Rene Wolf, via email*

SANBAG has been awarded funds to initiate a feasibility study to measure demand for commuter service in sufficient detail so as to identify feasible service options. The study will begin early in 2009, has significant public involvement elements and will take approximately nine (9) months to complete.

This study's outcome will be an action document describing the range of choices responsive to documented need and available to the study's numerous stakeholders, including SANBAG, the jurisdictions of the Victor Valley, the Victor Valley Transit Authority and members of the general public.



Testimony	Victor Valley Region - 2008 Hearing	Responses
<p><b>Student Fares</b></p> <p>Requesting a student pass fare. School no longer providing transportation. Fares for students are on the high side at \$65 while Metro students in Los Angeles pay \$24 and Orange County students pay \$26. Ridership would increase if students could use transit at lower fares.</p>	<p><i>Gil Goytia, Victorville</i></p>	<p>Student monthly passes are \$40 for VVTA municipal areas and \$65 on County routes. These are discounted \$10 each from the general public fares. VVTA has struggled to meet the required minimum fare contribution to operating costs for County routes:</p> <ul style="list-style-type: none"> <li>-- in 2007 fares were 7.4% and in 2008 were 11.6% of total costs</li> </ul> <p>These low farebox returns for County routes negatively impact the ability of VVTA to meet is overall 15% minimum threshold. Therefore a further fare discount for students is not recommended.</p>
<p><b>Direct Access Service Quality Issues</b></p> <p>Concerns related to:</p> <ol style="list-style-type: none"> <li>1. Length of time for ADA eligibility determination – from September to January is too long.</li> <li>2. No-show policy is confusing letter of directions was long and difficult to digest, particularly what is “last minute cancellation.”</li> <li>3. Dispatcher communications are rude, inattentive, and non-accommodating.</li> </ol> <p><i>Olivia Luna, Apple Valley</i></p>		<ol style="list-style-type: none"> <li>1. ADA regulations require a maximum of 21-days to process an ADA eligibility request. VVTA is directed to ensure that its response times fall clearly within this regulatory-mandated maximum timeframe.</li> <li>2. For riders who find Direct Access information confusing, or who express confusion about it over time, VVTA offers appropriate forms of travel training available to those consumers having difficulty navigating the service.</li> <li>3. Driver and dispatcher sensitivity training, at a minimum at routine safety meetings, are recommended. That said, VVTA is to be commended for actions taken during this past year to greatly reduce complaints from prior year levels. Continuing attention to communication skills is indicated.</li> </ol>
<p><b>Fixed Route Connections</b></p> <p>Repeated reports of consumers missing their connections on Route 52 to Routes 31, 32, 51, and 45. A chronic problem, reported every day because the bus is running late.</p> <p><i>Julie Williams, Rolling Start, Victorville</i></p>		<p>VVTA is directed to continue to monitor the on-time performance of its operation, and potentially to make such adjustments to the routing as may be indicated to ensure schedule adherence.</p>
<p><b>Sunday Service</b></p> <p>Requesting service on Sundays, even a half-day would be helpful.</p> <p><i>Terry Martini, Adelanto</i>  <i>Florence Macy, Apple Valley</i>  <i>Paul Metsala, Victorville</i></p>		<p>System-wide farebox recovery is not yet sufficient to offset the lower farebox contributions of Sunday service and still maintain the required minimum 20 percent fare contribution to costs for this urbanized area. As VVTA's ridership continues to grow, farebox returns may be sufficient within the next year or two to introduce Sunday service.</p>



Testimony	Responses
<p><b>Bus Stop Amenities</b>            Need solar lighting for night safety at many stops. Need amenities at:            Victorville:</p> <ul style="list-style-type: none"> <li>- Palmdale by El Evado Rd. – benches VV</li> <li>- Bear Valley &amp; Dunia – need shelter or benches VV</li> <li>- Bear Valley &amp; Pacoima Rd – need shelter or benches VV</li> <li>- Bear Valley &amp; Amethyst [by Rite Aide &amp; Stater Bros.] –                Need shelter or benches VV</li> <li>- Hook on Route 32 at Home Depot – need bench or shelter VV</li> <li>- Pacoima &amp; St. Timothy – 2 solar lights &amp; bench VV</li> <li>- Seneca &amp; Amargosa – bus shelter VV</li> <li>- High Desert Villa – bus shelter VV</li> </ul> <p>Adelanto:</p> <ul style="list-style-type: none"> <li>- Star &amp; Verbena – solar light - Adel</li> <li>- Stevens &amp; Kemper – solar light Adel</li> <li>- Airbase &amp; Bellflower on Route 33 – bench &amp; solar light Adel</li> </ul> <p>Need stops at:</p> <ul style="list-style-type: none"> <li>- Palmdale Rd. by 395 Hwy. Adel</li> <li>- Outer HWY-18 North &amp; Pola/ Ocana for riders who need to go east, so people can cross safely at the light.</li> <li>- More stops along Route 52, including at the Police Station at Amargosa &amp; Palmdale Rd.</li> <li>- More stops along Route 32 in Adelanto, including Mohave &amp; Amargosa, no stops for 1 ½ miles. No stop in the eastbound direction; only stop for those traveling westbound.</li> <li>- Route 32 need more stops Village &amp; Orick, Village &amp; Vasquez                <i>Terry Martin, Adelanto</i>                <i>Julie Williams, Rolling Start, Victorville</i>                <i>Sergio Torres, Victorville</i>                <i>Paul Metsala, Victorville</i>                <i>Florence Macy, Apple Valley</i>                <i>Sally Castrejon, Transtrack Comment Log</i></li> </ul> <p>Appreciates the bus benches at Amargosa / Route 52 by Jack n the Box.  <i>Terry Martini, Adelanto</i></p>	<p>Selected bus stop amenity projects are feasible. Each jurisdiction in the Victor Valley can apply to SANBAG for funds to make selected bus stop improvements under the Transportation Development Act, Article 3 program which again becomes available early in 2009.</p> <p>VVTA is encouraged to continue working with its jurisdictions to identify and assist in prioritizing improvements based upon a combination of ridership levels and safety issues. VVTA has consistently used its well above its required 1% transit formula funds to make continuing transit stop improvements; these funds continue to be budgeted.</p> <p>Compliments are always appreciated.</p>

Testimony	Responses
<p><b>Accessibility Issues</b></p> <p><b>1. Information -</b> VVTA is requested to publish its schedules on-line in large print.</p> <p><b>2. Calling Out Stops --</b> Drivers are not consistently calling out the stops.</p> <p><b>3. Paths-of-travel -</b> Accessible paths-of-travel continue to be needed and require attention; for example, the bus stop across the street from the housing authority is not accessible.</p> <p><i>Julie Williams, Rolling Start, Victorville</i></p>	<p>1. VVTA is encouraged to develop large print options on-line to assist low-vision consumers.</p> <p>2. VVTA's contractors are required to call out stops. A program of "ghost riders" helps to ensure that this is happening and reports when it is not happening.</p> <p>3. For the County Housing Authority at 15465 Seneca Rd, Victorville, which is within the Victorville city limits, the City might wish to relocate the bus stop closer to the intersection with Civic Drive so a crossing may be effected at the traffic signal. County public works engineers do not recommend a mid-block crossing on Seneca for safety reasons, although this is closer and perceived to be more convenient. However, Seneca lacks sidewalks between the intersection and the Housing Authority location. The curb returns and curb gutter are installed. The distance from the intersection to the installed sidewalk on the south side is approximately 650 feet, so an additional (4) curb ramps will be necessary for an allyway and Park Avenue.</p> <p>Consumers are encouraged to continue to identify to their local jurisdictions those locations that are not accessible and work with them to install sidewalks, curb cuts and generally accessible paths of travel. Specifically, SANBAG approved in December 2008 a TDA, Article 3 Call for Projects to secure funding for projects that improve pedestrian access to bus stops. Proposals are due March 6, 2009.</p>
<p><b>Non-Transit Road Issues</b></p> <p>Apple Valley widening of right turn onto Hwy-18 so that riders traveling to doctors offices on Outer 18 can get safely to their appointments.</p> <p><i>Florence Macy, Apple Valley</i> <i>Julie Williams, Rolling Start, Victorville</i></p>	<p>Such road issues are beyond the scope of these hearings and are directed to the Town of Apple Valley for consideration.</p>

**INTER-CITY TRIPS** – Various trip needs between communities were identified by persons testifying and are discussed in the sections following this part. Specific direction to the County, with regard to inter-community trips, is as follows:

Direct the County of San Bernardino, Department of Public Works to provide leadership over the next year, to develop and adopt a plan of implementation, no later than July 2010, to provide modest inter-community transportation capabilities that support minimal, “safety net” level-of-service between selective San Bernardino County communities, where cost-effective arrangements can be developed. Such cost-effectiveness shall include the leveraging of potentially available human services transportation funding and public transit funding. Such additional funding was identified, through the Coordinated Public Transit-Human Services Transportation Plan, adopted by SANBAG in 2008. Public transit funding may include but is not limited to FTA Section 5311(f), JARC – Section 5316 and/or New Freedom-Section 5317. Such services should complement existing inter-city services and fare subsidy programs

Importantly, the County is directed to work with other partner agencies and their Health and Human Services funding sources, agencies to include but not be limited to the Dept. of Aging and Adult Services, the Dept. of Rehabilitation, Inland Counties Regional Center, Children’s Services, Workforce Development Dept, Veterans Affairs and the Veteran’s Hospital, MediCal providers Inland Empire Health Plan and Molina Health Plan, and the Dept. of Behavioral Health Services. The County is directed to establish a mechanism and design transportation service(s) by which these agencies can purchase trips for their consumers traveling from outlying areas of the County into services in more densely populated areas.

<p><b>Lucerne Valley</b></p> <p>Petition requesting extended ACCESS bus service to the Lucerne Valley, specifically to serve Hwy 274 &amp; Santa Fe Rd.</p> <p><i>Carolyn Wing, Lucerne Valley</i>  <i>Roxanne Pounds, Lucerne Valley</i>  <i>Laura Woods, Lucerne Valley</i>  <i>Buddy Lune, Lucerne Valley</i></p>	<p>The address of these individuals is approximately 3 miles from the last stop of existing Lucerne service. It is not economically feasible to bring transit service that additional distance. These individuals are encouraged to make connections at the Moss mobile home park at Camp Rock Road/ Route 247.</p>
<p><b>Transportation for Veterans</b></p> <p>Veterans Advisory Committee is looking at transportation issue – seen as the number one concern for Veterans. Narrowing research to focus on and quantify transportation needs to Loma Linda VA Medical Center, to VA clinics around San Bernardino County.</p> <p><i>Robert Castriano, Veterans Advisory Committee</i></p>	<p>Suggest seeking funding for a Mobility Manager to gather and analyze Veterans’ trip needs and to work with the public and private entities to craft feasible solutions. Mobility manager funding, at 80% Federal funding and 20% in-kind match, is available through the New Freedom program. SANBAG is administering a Call for Projects of this type, ongoing right now. Conceivably the Veterans Advisory Committee could pursue such funding to establish a focal point for needs described.</p>

### ***INTER-CITY TRIPS, continued***

#### **Community of El Mirage**

Community members are requesting bus service to El Mirage. A petition was presented to SANBAG with over 200 signatures to request connecting service for El Mirage citizens to Adelanto or Victorville. Ideally a shuttle service in the a.m. and in the p.m. for residents between Victorville and between the Palmdale/ Lancaster areas.

*Ralph Hernandez, El Mirage Senior Citizens  
and with petition with 205 names.*

Petition received with 205 names, including 30%- 62 persons with El Mirage addresses, 44 % as Victorville residents and/or Victor Valley Community College students, faculty and staff, 13 % Apple Valley or Hesperia, 8% from Adelanto or Phelan, and the remaining 5% respondents either without an address or from more distant communities.

Additionally there were letters of support for transportation services for El Mirage residents from the Victor Valley College Phi Theta Kappa/ International Honor Society, from the Victor Valley College Counseling Department Chair and from an instructor in the Victor Valley College Business Education Technology all attesting to need for individuals living in El Mirage who have no transportation of their own to make the connection to public transit without a 10+ mile walk or hitch-hike trip.

There are an estimated 300 persons living in the greater El Mirage community, almost 11 miles north and west from Muskrat Road, Adelanto where VVTA's Route 33 terminates and then returns to its circulation. Many residents live more than a ¼ mile in from the roads that bisect this area, making service of any type difficult, although there is a small church and store in the general center of the area where park-and-ride service could be based.

Further, this unincorporated area of the County has not been previously served by VVTA. Financial constraints on VVTA, in light of state transit funding removed to offset the State's general budget deficit, make this not a time to take on new service obligations.

1. Suggest the County explore expansion of the TREP-type program to include lower-income adults and to provide a mileage-reimbursement mechanism for friends and family who are able to drive for other, eligible recipients.
2. Suggest VVTA explore collaboration with Antelope Valley Transportation Authority around coordinated service opportunities that potentially could, in time, provide some service to this area.

<p><b><i>INTER-CITY TRIPS, continued</i></b></p> <p><b>Spring Valley Lake</b></p> <p>Need bus service to Spring Valley Lake.  <i>Paul Metsala, Victorville</i></p>	<p>VVTA has contacted SVL Administration and the Association Board to see if there is additional support for scheduled bus service to SVL. In the past, there has not been sufficient support, including financial participation by various stakeholders, to pursue service in Spring Valley Lake.</p>
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**San Bernardino County – Morongo Basin Region  
Transportation Development Act Unmet Transit Needs Hearings, FY 08/09  
Helen Gray Education Center, Joshua Tree - September 18, 2008  
SUMMARY OF TESTIMONY AND RESPONSES**

Topic	Response
<p><b>Morongo Basin to Palm Springs Service</b></p> <ul style="list-style-type: none"> <li>- Request a bigger bus; service is very often full, increasingly crowded. Riders are forced to stand or sit on the floor. This is inconvenient and dangerous.</li> <li>- Requests functioning air conditioning; particularly with an over-full bus, poorly working, malfunctioning air conditioning is unpleasant.</li> <li>- Requests a monthly pass for the regular riders; existing 7-day pass is too short a time period.</li> </ul> <p><i>Margaret Hamilton, Joshua Tree</i>  <i>Pat Jobin, Yucca Valley</i>  <i>Natalie Aisoff, Yucca Valley</i>  <i>Suzanne Coulson, Joshua Tree</i>  <i>Deanna Floyd, Joshua Tree</i>  <i>Rebecca Molinaro, Yucca Valley</i>  <i>Jennifer Reiser, Yucca Valley</i>  <i>Tammy Carter, Yucca Valley</i>  <i>Jason Harrington, Joshua Tree</i>  <i>Linda Welsh, Yucca Valley</i></p> <p>Increased numbers of persons coming down the grade, with increased congestion on Route 62; in next 5 to 7 year, up to 5,000 more vehicles. Need more buses; 5 a.m. departure; 4 p.m. return to Yucca Valley. Park and ride system is working well.</p> <p><i>Caroline Von Flue, Yucca Valley</i></p>	<p>New larger vehicles have been ordered. Anticipated delivery is in January 2009, one will be assigned to Palm Springs Route.</p> <p>MBTA is encouraged to consider development of a monthly pass but for fixed-route service only.</p> <p>MBTA and SANBAG to evaluate requests such as these in coming years as fiscal situation allows, relative to the ability of proposed new services to contribute adequately to required fare box minimums. Not yet currently feasible to expand services.</p>
<p><b>INTER-CITY TRIPS</b> – Various trip needs between communities were identified by persons testifying and are discussed in the sections following this part. Specific direction to the County, with regard to inter-community trips, is as follows:</p> <p>Direct the County of San Bernardino, Department of Public Works to provide leadership over the next year, to develop and adopt an plan of implementation, no later than July 2010, to provide modest inter-community transportation capabilities that support minimal, “safety net” level-of-service between selective San Bernardino County communities, where cost-effective arrangements can be developed. Such cost-effectiveness shall include the leveraging of potentially available human services transportation funding and public transit funding. Such additional funding was identified, through the <u>Coordinated Public Transit-Human Services Transportation Plan</u>, adopted by SANBAG in 2008. Public transit funding may include but is not limited to FTA Section 5311(f), JARC – Section 5316 and/or New Freedom-Section 5317. Such services should complement existing intercity service and fare subsidy programs</p>	

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Importantly, the County is directed to work with other partner agencies and their Health and Human Services funding sources, agencies to include but not be limited to the Dept. of Aging and Adult Services, the Dept. of Rehabilitation, Inland Counties Regional Center, Children's Services, Workforce Development Dept, Veterans Affairs and the Veteran's Hospital, MediCal providers Inland Empire Health Plan and Molina Health Plan, and the Dept. of Behavioral Health Services. The County is directed to establish a mechanism and design transportation service(s) by which these agencies can purchase trips for their consumers traveling from outlying areas of the County into services in more densely populated areas.

**Morongo Basin Seniors Services – Outlying Areas/ NEMT Services**  
Requests more services for seniors. Fixed route buses don't meeting their needs. Some in Morongo Basin are homeless, at-risk, low-income and need affordable transit. Many outlying areas need transit.

Need more regional service from Morongo Basin into hospitals; connections are very difficult, particularly for seniors who need to get to Loma Linda, VA Hospital, Arrowhead Medical Center, Eisenhower Medical Center or the Desert Regional Medical Center. What role can MBTA play in helping to connect public and private transportation resources to meet these non-emergency medical trip needs?

**Atia Baig, DAAS Area Representative**

So many uninsured people – Reach Out 29 cannot meet these trip request needs with its own resources.

## Sandy Fleck, Reach Out 29

## Joshua Tree Added Service

Family living on Porter Blvd. in Joshua Tree and using Ready Ride. Would like to see the hours extended to 5 p.m. and requesting weekend service. Saturdays and Sundays.

***Doris Ingersoll and Gwendolyn Korpella, Joshua Tree***  
***Vincia Valley and Morongo Valley Added Service Request***

- Living about 1 mile from Highway Bus; bus won't come to my house on Green Trail, Yucca Valley. We need services in outlying areas.
- Need service in Morongo Valley; bus won't come.

The existing TREP mileage reimbursement program, administered jointly by the Office on Aging and the County public works department, remains one option for those individuals who live beyond the existing service area of MBTA buses.

*See above recommendations related to inter-city trip services.*

MBTA and SANBAG will need to evaluate requests such as these in coming years as fiscal situation improves, relative to the ability of proposed new services to contribute adequately to required fare box minimums. It is not currently feasible to expand services, although MBTA does provide service within  $\frac{3}{4}$  of a mile of the existing fixed-route when a passenger requests a deviation pick-up.

Requester	Request
<p><b>29 Palms Added Service Request</b></p> <p>Walking about a mile to nearest bus line on Amboy Road, 29 Palms; would like to have stop closer to Singing Trees and Amboy. Service is a lifeline for those at the mobile home part at Singing Trees.</p> <p><i>Glorianna Ruecker, 29 Palms</i></p>	<p>MBTA and SANBAG will need to evaluate requests such as these in coming years as fiscal situation improves, relative to the ability of proposed new services to contribute adequately to required fare box minimums and maintaining schedule adherence. It is not currently feasible to expand services, although MBTA does provide service within ¾ of a mile of the existing fixed-route when a passenger requests a deviation pick-up.</p>
<p><b>Joshua Tree</b></p> <p>Why no service on Alta Loma; see people hitchhiking along there; should serve Joshua Tree better.</p> <p><i>Tamara Kilduff, Morongo Basin Mental Health</i></p>	<p>No decrease in services provided has occurred. MBTA has been applying a more stringent policy on determining road condition and distance from route in order to cut down on physical damage occurring to vehicles. It does maintain a policy of not driving on dirt, unpaved roads.</p>
<p><b>Landers</b></p> <p>Need additional service to Landers' 200 seniors; they cannot get down to the Senior Center – nutrition shuttle needed.</p> <p><i>Caroline Von Flue, Yucca Valley</i></p> <p>Wish to be picked up; went through procedures but report is that road is not good enough for bus to get to my house. Road has been graded; only single bad area and could walk past that to meet bus.</p> <p><i>Ruth Van Camy</i></p> <p>Service needed for self and three young children under 3. Too young too leave alone. Need services to home. Need Saturday bus.</p> <p><i>Misty Edginton, Landers</i></p> <p>Concerned about decrease of bus service in Landers in vicinity of Ritchie Rd, Acoma Trail, and Lyons Rd.</p> <p><i>Carol Nemecheck, Yucca Valley</i></p>	<p>MBTA staff proposed to its Board a pilot program extending Rt 7B to Business Ctr. Staff recommendation will be to monitor ridership for 6 month to see if ridership justifies implementation.</p>
<p><b>Monterey Business Park Center</b></p> <p>Bus stops are needed near this park because of the Pacifica Clinics for treatment of drug &amp; alcohol abuse.</p> <p><i>Beverly Scott, Regional Council on Aging</i></p> <p><i>Rae Packard, Yucca Valley</i></p> <p><i>Tamara Kilduff, Morongo Basin Mental Health Dept</i></p>	



Testimony	Responses
<p><b>Saturday Service</b></p> <p>Would like to request MBTA service on Saturdays.</p> <p><i>Ricardo Hunter, Yucca Valley</i></p>	<p>Providing an additional service on Saturdays or an additional run daily is not currently feasible but MBTA and SANBAG to will continue to evaluate requests such as these in coming years as fiscal situation improves.</p>
<p><b>Ready Ride Services, 29 Palms</b></p> <p>Great fore early pick-up, 7 a.m., by Ready Ride but return trip not until 11:30 a.m. is too long a wait; request earlier return, closer to 8 or 9 a.m.</p> <p><i>Billie Simons, 29 Palms</i></p>	
<p><b>New Buses</b></p> <p>Requesting new buses; they should have been delivered two years ago.</p> <p>Would like to request bus tours, to art center, to museum.</p> <p><i>Ricardo Hunter, Yucca Valley</i></p>	<p>Buses Mr. Hunter is referring to are currently undergoing CNG conversion process. The first two of six have been completed.</p>
<p><b>Bus Benches and Bus Shelters</b></p> <p>Need benches at EVERY stop and more bus shelters to protect from sun and wind.</p> <p><i>Atia Baig, DAAS Area Representative</i></p>	<p>MBTA has aggressively pursued strategies to work with the member agencies to ensure transit amenities are provided at all incoming residential and commercial developments. MBTA spent over a half-million dollars over the last five years to make system-wide improvements in shelters, stops, benches and general safety.</p>
<p><b>Wheel Chair Access for Back of Bus</b></p> <p>Would appreciate if future vehicles will provide for wheelchair access in the back of the bus. It is easier to board than coming in at the front and navigating around the cash box for fares.</p> <p><i>Marydee Fensin, Joshua Tree</i></p>	<p>All vehicles in MBTA's Five-year capital plan have rear lift access.</p>
<p><b>Street Improvements</b></p> <p>Need a traffic light at Rossin and Hwy 62, Morongo Valley and at Big Morongo Canyon and Hwy 62 to slow down the speeders.</p> <p><i>Caroline Von Flue, Yucca Valley</i></p>	<p>Referred to the County Dept. of Public Works; not within the sphere of influence of this process.</p>

### Compliments

Bus service is wonderful; has been very important to me and my independence since I lost my vision. Drivers are wonderful. Appreciate the "lunch bunch."

*Gladys Arnold, Yucca Valley*  
Appreciates the improvements instituted over this past year; just thrilled; hope these can continue.

*Marydee Fensin, Joshua Tree*  
Riding the bus for 15 years --- appreciates drivers and dispatch. Enjoys the Wednesday lunch trips. Thank you very much.

*Marie Barr, Yucca Valley*  
- Riding 4 and 5 times weekly; volunteering at the senior center, library and going shopping. Appreciate the help.  
- Amazed at the number of people on dialysis; many disabled individuals that the drivers are helping; many need assistance.  
- Appreciate having the Ambassadors to assist people.  
- The Wednesday lunch bunch is great.

*Regina Wagner, Yucca Valley*  
Commendations to MBTA for the services provided.

*Atia Baig, DAAS Area Representative*  
*Linda Conners, DAAS Representative,*  
Student at Copper Mountain College appreciates service and discount..

*Glorianna Ruecker, 29 Palms*  
Complement drivers' compassion with behavioral health consumers.

*Rae Packard, Yucca Valley*

# **DISCUSSION ITEMS**

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 18

**Date:** March 4, 2009

**Subject:** Southern California Regional Rail Authority (SCRRA) Sealed Corridor Program and Land Use Decisions Effecting Highway Grade Crossing Safety

**Recommendation:\*** Receive presentation on the SCRRA Sealed Corridor Program and the effect of land use decisions on highway grade crossing safety.

**Background:** One of the subject matters presented during the SCRRA Board Workshop on January 30 and 31 was the SCRRA Sealed Corridor Program that is currently underway in the San Fernando Valley and eastern Ventura County. It is the intent of SCRRA to ultimately expand the Sealed Corridor Program to cover all of the railroad rights of way owned by its member agencies.

Part of that presentation included a discussion of local land use decisions that can have a negative effect on the safety of highway and railroad at-grade crossings. City land use planners often view the railroad right of way as a blighted area that should be hidden from sight. City engineers typically focus on maximizing the vehicular throughput at highway and railroad at grade crossings.

Mr. Steve Wylie, SCRRA Assistant Executive Officer, Finance and Administration, will provide a similar presentation on the SCRRA Sealed Corridor with a particular emphasis on how land use decisions can have a negative effect on the safety of highway and railroad at grade crossings.

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

Board Agenda Item  
March 4, 2009  
Page 2

***Financial Impact:*** This item has no impact on the adopted budget. However, the ability to safely operate passenger trains in an urban environment does have cost implications, whether that be from future investments in establishing sealed corridors or the exposure to liability claims.

***Reviewed By:*** This item has not received prior policy committee review and is being brought directly to the Board for presentation.

***Responsible Staff:*** Michael Bair, Interim Director of Transit and Rail Programs

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 19

**Date:** March 4, 2009

**Subject:** Notice of Presidential Appointments to Commuter Rail Committee

**Recommendation:**\* Note appointments of the SANBAG Board President to fill vacancies on the SANBAG Commuter Rail Committee:

1. Council Member Bea Cortes, City of Grand Terrace has been reappointed to serve on the SANBAG Commuter Rail Committee.
2. Council Member Larry McCallon, City of Highland has been reappointed to serve on the SANBAG Commuter Rail Committee.
3. Supervisor Neil Derry, San Bernardino County, Third District has been appointed to serve on the SANBAG Commuter Rail Committee.
4. Mayor John Pomierski, City of Upland has been appointed to serve on the SANBAG Commuter Rail Committee.

**Background:** In accordance with SANBAG Policy 10001, the SANBAG President is authorized to appoint members of the Board of Directors to the SANBAG Commuter Rail Committee. All Presidential appointments are announced at the SANBAG Board of Directors meeting immediately following the appointments

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

for the purpose of advising the Board of Directors of the status of SANBAG committee membership and representation.

Board President Gary Ovitt has reappointed Bea Cortes, Grand Terrace and Larry McCallon, Highland to the SANBAG Commuter Rail Committee for terms expiring December 31, 2010. He has also appointed a new committee member, County Supervisor Neil Derry to a term to expire December 31, 2010. Board President Ovitt has also appointed John Pomierski, Upland to fill the remaining term of a seat previously held by Bob Christman, Loma Linda. This term expires December 31, 2009.

With these appointments, all nine seats on the Commuter Rail Committee are filled. The SANBAG Commuter Rail Committee provides policy guidance and recommendations to the Board of Directors and Southern California Regional Rail Authority delegates with respect to commuter rail service in San Bernardino County.

The item serves to comply with SANBAG policy relative to announcement of appointments on SANBAG committees.

**Financial Impact:** This item has no direct impact upon the adopted SANBAG budget. Participation by SANBAG representatives on policy committees provides for implementation and funding of programs and projects which serve the best interests of San Bernardino County.

**Reviewed By:** This item has not received prior policy committee review.

**Responsible Staff:** Duane A. Baker, Director of Management Services

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 20

**Date:** March 4, 2009

**Subject:** SANBAG's 2009 Advocacy Trip to Washington, D.C.

**Recommendation:**\* Receive report on SANBAG's Washington, D.C. Advocacy Trip.

**Background:** The purpose of this agenda item is to provide a report on SANBAG's recent advocacy trip to Washington, D.C., scheduled for February 24 -27, 2009. At time of print of this agenda item, our meetings had not yet occurred and so highlights and support information will be provided during the March Board meeting.

SANBAG continues to be active in its federal advocacy efforts, especially with regards to the federal economic recovery plan, Fiscal Year 2010 appropriations and the upcoming transportation reauthorization bill. Part of this effort includes a trip attended by SANBAG's officers and policy committee chairs to advocate for SANBAG's federal priorities.

The composition of those selected to attend the trip mirrors the composition from previous years and was ultimately approved by the Board President. Those scheduled to attend the trip include the following:

- Supervisor Gary Ovitt (SANBAG President)
- Mayor Paul Eaton (SANBAG Vice-President)
- Mayor Pro Tem Patricia Gilbreath (Chair of SANBAG's Commuter Rail Committee)
- Mayor Mark Nuaimi (Chair of SANBAG's Plans and Programs Committee)
- Mayor John Pomierski (Chair of SANBAG's Major Projects Committee)

Supervisor Brad Mitzelfelt (Chair of Mountain/Desert Committee) was invited, but was unable to attend the meeting.

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_



Board of Directors  
March 4, 2009  
Page 2

***Financial Impact:*** This item has unknown financial benefits for SANBAG's legislative priorities.

***Reviewed By:*** This item has had no prior policy committee review.

***Responsible Staff:*** Jennifer Franco, Director of Intergovernmental and Legislative Affairs

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 21

**Date:** March 4, 2009

**Subject:** Federal Economic Stimulus Report and Recommendations

**Recommendation:**\* Receive report and provide direction relative to the Federal American Recovery and Reinvestment Act (ARRA), California implementation, and SANBAG strategy.

**Background:** The American Recovery and Reinvestment Act (ARRA) was enacted on February 17, 2009, providing economic stimulus of \$787B in the form of funding for transportation, infrastructure, construction, health care programs, education and housing assistance, and energy efficiency projects, as well as State and local fiscal relief and personal and business tax credits. Apportionments to the states are required within 21 days following enactment.

In California, deliberation continues relative to the method of allocating stimulus funds throughout the State, beyond requirements contained in the federal legislation.

This item has been placed on the SANBAG Board of Directors agenda to provide an opportunity to brief the Board on further details of the federal bill and California implementation. California implementation particularly remains fluid, with very little definitive information available at the time this agenda item was prepared. It is anticipated that SANBAG staff will provide a revised agenda item

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

for consideration at the March 4, 2009, Board of Directors meeting. SANBAG staff may also request Board comment and direction on possible strategies which would be developed for consideration at March policy committee meetings and April Board of Directors approval.

***Financial Impact:*** The financial impact of this item is uncertain at this time. Federal stimulus funding for transportation in San Bernardino County is generally anticipated to be in the amount of \$35m or more.

***Reviewed By:*** This item has had no prior policy committee review. An informational report is scheduled for the March Board of Directors meeting with specific proposals to be presented at a future meeting.

***Responsible Staff:*** Deborah Robinson Barmack  
Executive Director

# **AGENCY REPORTS**

- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## MARCH COMMUTER RAIL REPORT

### 1. PATRONAGE

#### **San Bernardino Line:**

Patronage on the San Bernardino Line increased almost 6% compared to last month and was up 8% from the same month last year. Preliminary February data is slightly higher than January with a current average 13,213 passenger trips per weekday.

San Bernardino Line Saturday patronage was 12% higher than last month and almost 5% higher than January 2008. February data-to-date shows ridership even stronger than January, currently at 3,789 passenger trips per Saturday.

Sunday ridership showed an 11% increase from last month and a 17% increase from the same month a year ago. As of mid-February, average Sunday ridership is down from January with a current average of 2,188 passenger trips per Sunday.

#### **Riverside-Ontario-Los Angeles Line:**

January average daily ridership on the Riverside Line increased 5% from last month and was up almost 4% in a year-to-year comparison. A preview look at February data shows a decrease in patronage with a current average of 5,031 passenger trips per weekday.

#### **Inland Empire-Orange County (IEOC) Line:**

Ridership on the IEOC Line climbed 4% from last month but was 10% lower than the same month last year. At this point, February ridership is down slightly from January with the current average of 4,386 passenger trips per weekday.

#### **Total System:**

Systemwide, average daily ridership increased 3% from December 2008. January 2009 was almost 2% higher than January 2008. Early data for February suggests slightly slower patronage with a current average of 43,402 passenger trips per weekday.

**Table 1**

**Average Weekday Daily Ridership\***

	<u>San Bernardino</u>	<u>Riverside</u>	<u>IEOC</u>	<u>Systemwide</u>
January 2009	13,188	5,366	4,405	43,988
January 2008	12,203	5,183	4,867	43,322
% Change	+ 8.1%	+ 3.5%	- 9.5%	+ 1.5%

\* Adjusted for Holidays

**Table 2**

**Average Weekend Ridership**

	<u>San Bernardino Saturday</u>	<u>San Bernardino Sunday</u>
January 2009	3,513	2,251
January 2008	3,351	1,932
% Change	+ 4.8%	+ 16.5%

**2. ON-TIME PERFORMANCE**

Information regarding on-time performance was not available for January.

**3. NASCAR RACES AT THE AUTO CLUB SPEEDWAY**

The NASCAR races were held February 22<sup>nd</sup> at the Auto Club Speedway. The three SANBAG sponsored trains carried approximately 850 race fans to/from the event.



# South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178  
(909) 396-2000 • www.aqmd.gov

February 11, 2009

## Members of the Governing Board:

Chairman  
**Dr. William A. Burke**  
Speaker of the Assembly  
Appointee

Vice Chairman  
**S. Roy Wilson, Ed.D.**  
Chairman of the Board  
County of Riverside

**Michael D. Antonovich**  
Supervisor, Fifth District  
County of Los Angeles

**Michael A. Cacciotti**  
Councilmember, City of South Pasadena  
Cities of Los Angeles County/  
Eastern Region

**Bill Campbell**  
Supervisor, Third District  
County of Orange

**Jane W. Carney**  
Senate Rules Appointee

**Josie Gonzales**  
Supervisor, Fifth District  
County of San Bernardino

**Ronald O. Loveridge**  
Mayor, Riverside  
Cities of Riverside County

**Joseph K. Lyau, Ph.D.**  
Governor's Appointee

**Jan Perry**  
Councilmember, 9<sup>th</sup> District  
City of Los Angeles Representative

**Miguel A. Pulido**  
Mayor, Santa Ana  
Cities of Orange County

**Tonia Reyes Uranga**  
Councilmember, City of Long Beach  
Cities of Los Angeles County/  
Western Region

**Dennis R. Yates**  
Mayor, Chino  
Cities of San Bernardino County

To: Mayors and Councilmembers

From: Dennis R. Yates, Mayor/City of Chino  
Cities of San Bernardino County  
Board Member, South Coast AQMD

*D. Yates*

Attached are the agenda items and the outcome of the February 6, 2009 AQMD Governing Board meeting, and a preview of the items for discussion at the March 6, 2009 meeting.

## PUBLIC HEARING ITEMS AT THE FEBRUARY 6, 2009 BOARD MEETING

### **Receive Public Input on Executive Officer's Priority Goals for FY 2009-10**

A set of priority goals for the FY 2009-10 Budget has been developed. The Executive Officer wishes to receive public and Board Member input on these priority goals as they serve as the foundation of AQMD's Work Program.

**Majority Votes: 10 Yes, 0 No, 3 Absent**

### **Amend Rule 1173 – Control of Volatile Organic Compound Leaks and Releases from Components at Petroleum Facilities and Chemical Plants**

The proposed amendments will require changes in the rule to amend the exemption listed in paragraph (l)(5) for enforceability. When the rule was last amended in June 2007 two new paragraphs – (h)(1) and (h)(3) were added to address the installation schedule for continuous monitors for atmospheric process pressure relief devices, but the references made in the exemption were inadvertently left unchanged as (h)(4) and (h)(5) as opposed to (h)(6) and (h)(7). The new amendment will not result in any changes in emissions and solely reflects administrative changes that will correctly express the intent of the June 2007 rule amendment. (Review: Stationary Source Committee, January 23, 2009)

**Majority Votes: 11 Yes, 0 No, 2 Absent**

**Amend Rule 2701 – SoCal Climate Solutions Exchange**

Rule 2701 – SoCal Climate Solutions Exchange was adopted at the December 5, 2008 Board meeting. The Board directed staff to evaluate the potential environmental justice impacts, if any, relative to the Manure Management Project Protocol prior to adding it to the list of approved protocols under the District's greenhouse gas reduction program. Staff recommends inclusion of the Manure Management Project Protocol with some local requirements to the list of approved greenhouse gas emission reduction protocols in Rule 2701. (Review: Climate Change Committee, January 16, 2009)

**Majority Votes: 11 Yes, 0 No, 2 Absent**

**Adopt Proposed Rule 2702 – Greenhouse Gas Reduction Program**

*(Continued from January 9, 2009 Board Meeting)*

The proposed rule will create a voluntary Greenhouse Gas Reduction Program administered by AQMD. AQMD can accept funds to generate GHG reductions and Requests for Proposals would be issued. Projects selected by AQMD would follow pre-approved protocols to generate GHG emission reductions in the District. (Review: Climate Change Committee, September 19, 2008, October 29, 2008)

**Majority Votes: 10 Yes, 0 No, 3 Absent**

**PUBLIC HEARINGS SET FOR MARCH 6, 2009 BOARD MEETING**

**Adopt Proposed Rule 1143 – Reduction of VOC Emissions from Consumer Paint Thinners and Multi-Purpose Solvents**

*(Continued from January 9, 2009 Board meeting)*

The proposed rule will reduce VOC emissions by establishing VOC limits and other requirements for consumer paint thinners and multi-purpose solvents in the AQMD. (Review: Stationary Source Committee, November 21, 2008)

**Adopt Proposed Rule 1144 – Lubricants, Metal Working Fluids and Rust Inhibitors**

*(Continued from January 9, 2009 Board meeting)*

The proposed rule establishes VOC limits and other requirements for lubricants, metal working fluids and rust inhibitors used during the manufacture and assembly of parts and products at industrial facilities. The proposed rule implements control measure CTS-01 – Emission Reductions from Lubricants of the 2007 AQMP. (Review: Stationary Source Committee, October 17, 2008)

**Amend Rule 1156 – PM10 Emission Reductions from Cement Manufacturing Facilities**

The proposed amendments will require additional controls for particulate matter and require monitoring for particulates and hexavalent chrome. (Review: Stationary Source Committee, June 20, 2008, September 19, 2008, November 21, 2008, and January 23, 2009)

**Amend Rule 317 – Clean Air Act Non-Attainment Fees**

Rule 317 was adopted by the Board at its December 5, 2008 meeting for the Salton Sea Air Basin only. The public hearing for the provisions that apply to the South Coast Air Basin was continued to the February 6, 2009 Board meeting. As directed, staff is returning to the Board with a proposal to extend the provisions of the rule to the South Coast Air Basin. (Review: Stationary Source Committee, January 23, 2009)



**Annual RECLAIM Audit Report for 2007 Compliance Year**

The annual report on the NOx and SOx RECLAIM program is prepared in accordance with Rule 2015 – Backstop Provisions. The report assesses emission reductions, availability of RECLAIM Trading Credits (RTCs) and their average annual prices, job impacts, compliance issues, and other measures of performance for the fourteenth year of this program. This is the second annual RECLAIM audit report to employ the new price reporting and averaging methodology which analyzes discrete-year RTC trade price data separately from infinite-year block RTC trade price data. In addition, recent trends in trading future year RTCs are analyzed and presented in this report. Further, a list of facilities that did not reconcile their emissions for the compliance year is included with the report.

**Approve and Adopt Technology Advancement Office Clean Fuels Program Annual Report and Plan Update**

As a requirement of the Clean Fuels Program funding, the Technology Advancement Office must submit to the Legislative Analyst by March 31<sup>st</sup> of each year an approved Annual Report for the past year and a Plan Update for the current calendar year. Staff has reviewed the Clean Fuels Program with the Clean Fuels Advisory Group, the Technology Advancement Advisory Group, and other technical experts. Additionally, staff presented the 2009 Clean Fuels Program Draft Plan Update for review and comment to the Board at its October 3, 2008 meeting. At this time, staff is submitting the final Technology Advancement Office Clean Fuels Program Annual Report and Plan Update for Board approval. (Review: Technology Committee, February 20, 2009)



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Gwen Norton-Perry, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's special meeting on December 18, 2008, and their regularly scheduled meeting on January 22, 2009. The MSRC's next meeting is Thursday, February 19, 2009, at 2:00 p.m. in Room CC8

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#### **Mountain Area CNG School Bus Demonstration Program**

On December 18, 2008, the MSRC conducted a special meeting primarily via teleconference, with staff and one MSRC member attending in person in Room CC8. The meeting was held to discuss an urgent item. An element of the FY 2007-08 Work Program funded the demonstration of natural gas school buses in a mountain school district to demonstrate their viability in mountainous areas including steep grades and winter driving conditions. Bear Valley Unified School District is the participating school, and was provided with two CNG Thomas school buses leased from BusWest and a temporary alternative fuel refueling station provided by S-W Compressors. While the school buses have been operating successfully for approximately two months, the temporary CNG refueling station has experienced multiple recurrent issues and was recently shut down by Bear Valley. To ensure continuation of the demonstration project, especially during these winter months, the MSRC decided the best recourse would be to contract with a different CNG station provider Gas Equipment Systems and install a substitute station with Fuelmaker-brand components at a maximum cost of \$30,000. The AQMD Board approved this sole-source contract at its January 9, 2009 meeting. At the MSRC's regularly scheduled meeting on January 22, 2009, they approved the minutes from this special December 18, 2008 meeting (*Attachment 1*). They also received an update on this program. The new contractor recommends the substitute temporary refueling station should be installed following similar guidelines and regulations as a permanent station for liability reasons, but stresses the approval and permitting process could take as long as four months. Since the school year ends in late June and the bus leases expire in September, this could prevent the program from going forward. Staff presented several options for the MSRC's consideration, but the MSRC decided to postpone action until next month after additional information was gathered.

### **Additional Alternative Fuel School Bus Incentives for Public Schools**

The MSRC's Alternative Fuel School Bus Program is administered by two vendors, A-Z Bus Sales and BusWest, and provides up to \$60,000 for full-size CNG school buses and \$40,000 for propane school buses. The MSRC's FY 2008-09 Program allocated \$3 million for public school buses. A-Z Bus Sales was allocated an initial allocation of \$600,000, all of which has subsequently been committed to schools. Additional funds are to be distributed to the two vendors based on performance. A-Z Bus Sales recently received new purchase orders from Desert Sands Unified School District for four full-size CNG school buses, and therefore requests a contract increase of \$240,000 to fulfill the incentives for this order. At its January 22, 2009 meeting, the MSRC unanimously approved this contract increase to A-Z Bus Sales as part of the FY 2008-09 Work Program. The AQMD Board will consider this contract modification at its February 6, 2009 meeting.

### **Additional CNG School Bus Incentives for Private Pupil Transportation Providers**

Under the FY 2006-07 Work Program, the MSRC set aside \$4 million for CNG school bus incentives for private pupil transportation providers. The AQMD administers the Program on behalf of the MSRC on a first-come, first-served basis to ensure successful implementation of the Rule 1186 fleet rule. Student Transportation of America (STA) has been contracted by the Los Angeles Unified School District to provide school buses for their student transportation needs in the upcoming school year. Consequently, STA requests incentives for 79 propane school buses to fulfill this contract. Propane was chosen over CNG because they can be constructed and delivered within the necessary timeframe. At its January 22, 2009 meeting, the MSRC unanimously approved a \$1,924,706 contract to STA. This equates to less than \$24,364 per bus in comparison to the \$40,000 per propane bus that public schools are eligible for. This award will use the remaining funds allocated to this Program. The AQMD Board will consider this contract award at its February 6, 2009 meeting.

### **Approval of FY 2008-09 Work Program Element**

The MSRC previously allocated \$12.4 million from its FY 2008-09 Work Program to fund backup lists from its FY 2007-08 Work Program. At its November 20, 2008 meeting, the MSRC adopted the remaining three elements of its FY 2008-09 Work Program. One of these items was a set aside of \$3 million for a Local Government Match Program, with parameters to be deliberated over the next few weeks and a Program Announcement developed for consideration in January 2009. At its January 22, 2009 meeting, the MSRC considered the Local Government Match Program Announcement. Eligible categories within the Match Program include incentives for:

1. heavy-duty alternative fuel vehicles;
2. alternative fuel infrastructure;
3. remote diagnostic systems to improve emission control system performance;
4. Re-powers and retrofits of diesel-fueled emergency response vehicles;

5. Re-powers and retrofits of off-road heavy-duty diesel equipment; and
6. Multi-jurisdictional traffic signal synchronization projects.

Funding for local governments will be distributed on a first-come, first-served basis with a geographic minimum per county of \$375,000. The Program Announcement will have an open application period from March 24 through May 29, 2009. The AQMD Board will consider release of the Program Announcement at its February 6, 2009 meeting.

### **Received and Approved Final Reports**

The MSRC received and approved five final reports at its January 22, 2009 meeting, as follows:

1. City of Cathedral City Contract #MS03031, which provided \$79,036 for PM10 mitigation strategies;
2. Orange County Transportation Authority Contract #MS06045, which provided \$200,000 towards a new CNG refueling station and maintenance facility;
3. Hemet Unified School District Contract #MS06047, which provided \$125,000 towards a new CNG refueling station
4. Coachella Valley Association of Governments Contracts #MS07006, which provided \$400,000 for a Coachella Valley PM10 Street Sweeping Program; and
5. Los Angeles World Airports Contract #MS07007, which provided \$420,000 towards the purchase of 21 CNG transit buses.

All final reports are filed in the AQMD's library and a two-page summary of each closed project can be viewed in the electronic library on the MSRC's website at <http://www.cleantransportationfunding.org>.

### **Contract Modification Requests**

At its January 22, 2009 meeting, the MSRC considered three contract modification requests and took unanimous action, as follows:

1. For County of Los Angeles Contract #ML05009, which originally had provided \$198,333 to install seven propane refueling stations, approval to eliminate five of the seven stations, reduce the contract value to \$56,666, and extend the term 13 months;
2. For Atlantic Express Contract #PT05064, which originally had provided \$965,250 to install diesel exhaust after-treatment devices, approval to extend the installation deadline 26 months, substitute 10 vehicles for retrofit, and eliminate 133 vehicles and reduce the contract value to \$67,500; and
3. For City of Inglewood Contract #ML06039, which originally had provided \$50,000 to modify a maintenance facility to accommodate natural gas vehicles, approval to extend the term another one year.

**Contracts Administrator's Report**

The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2002-03 through the present.

# **ADDITIONAL INFORMATION**

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (RC Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TCC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation and Communications
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County	P. Gilbreath L. McCallon D. Robertson P. Eaton G. Duncan L. Dale T. Jasper G. Ovitt	L. McCallon D. Robertson  T. Jasper	P. Eaton	G. Duncan L. Dale G. Ovitt
SANBAG Acting as County Transportation Commission	K. Chastain			P. Leon
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		B. Cortes B. Jahn J. Mitchell	Vacant (J. Harrison) Vacant (P. Lilburn)	P. Leon K. Chastain

#### Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

#### Terms of Appointment

Terms of appointment for Regional Council members representing odd numbered districts expire immediately following the SCAG General Assembly in April of odd numbered years. Terms of appointment for Regional Council members representing even numbered districts expire immediately following the SCAG General Assembly in May of even numbered years. SANBAG appointments to SCAG Policy Committees are for a term from May through the next regular SCAG general assembly of the following year.

#### Stipend

SCAG provides Regional Council members \$100 per day for a maximum of four meetings per month, plus mileage. A stipend for the fifth meeting per month may be received on approval by SCAG's Executive Director. SCAG also provides subregional appointees representing SANBAG on SCAG Policy Committees \$70 per meeting.

#### Meeting Information

The regular meetings of SCAG Regional Council, Standing Committees, and Policy Committees are on the first Thursday of each month at the SCAG Offices located at 818 W. Seventh Street, Los Angeles:

10:00 a.m., Policy Committees  
12:00 noon, Regional Council

#### Policy Committees

**Community, Economic, and Human Development:** Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

**Energy and Environment:** Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation, **Transportation and Communications:** Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

# SANBAG Policy Committee Membership

February 18, 2009

Page 1 of 3

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<b>Administrative Committee</b> SANBAG President, Vice President, and Immediate Past President 3 East Valley (2 City, 1 County) 3 West Valley (2 City, 1 County) 3 Mt/Desert (2 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the Administrative Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight.  Committee has authority to approve contracts of up to \$25,000 with Board of Directors ratification to follow.	Paul Eaton, Montclair, Vice President (Chair) Gary Ovitt, Supervisor, President (Vice Chair) Vacant (Lawrence Dale, Barstow), Past President Paul Biane, Supervisor Pat Gilbreath, Grand Terrace Josie Gonzales, Supervisor Mike Leonard, Hesperia Brad Mitzelfelt, Supervisor Pat Morris, San Bernardino Gwenn Norton-Perry, Chino Hills Rick Roelle, Apple Valley Dennis Yates, Chino	6/30/2009 6/30/2009 6/30/2009 12/31/2009 12/31/2010 12/31/2009 12/31/2010 12/31/2008 12/31/2009 12/31/2009 12/31/2009 12/31/2010
<b>Commuter Rail Committee</b> Nine Valley-elected officials, four of who shall be the Southern California Regional Rail Authority primary (*) and alternate (**) members. The terms of appointments for SCRRA members and alternates shall be concurrent with their term on SCRRA. The four remaining members shall be SANBAG Board Members appointed by the SANBAG President for two-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority delegates with respect to commuter rail service in San Bernardino County.  * SCRRA Primary Member ** SCRRA Alternate Member	Pat Gilbreath, Redlands** (Chair) Paul Eaton, Montclair* (Vice Chair) Kelly Chastain, Colton Bea Cortes, Grand Terrace Neil Derry, Supervisor Larry McCallon, Highland Pat Morris, San Bernardino* John Pomierski, Upland Diane Williams, Rancho Cucamonga**	Indeterminate (6/30/2009) Indeterminate (6/30/2009) 12/31/2009 12/31/2010 12/31/2010 12/31/2010 Indeterminate 12/31/2009 Indeterminate
<b>Mountain/Desert Committee</b> Membership consists of SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Brad Mitzelfelt, Supervisor (Chair) Bill Jahn, Big Bear Lake (Vice Chair) Neil Derry, Supervisor Jim Harris, Twentynine Palms Mike Leonard, Hesperia Ryan McEachron, Victorville Julie McIntyre, Barstow William Neeb, Yucca Valley Trinidad Perez, Adelanto Rick Roelle, Apple Valley Jeff Williams, Needles	Indeterminate (6/30/2009) Indeterminate (6/30/2009) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate



# SANBAG Policy Committee Membership

## Policy Committee Meeting Times

Second Wednesday, 9:00 a.m., SANBAG Offices  
Third Thursday every other month following the SANBAG Board meeting (Odd Months), 12:00 noon, SANBAG Offices  
Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices  
Third Friday, 9:00 a.m., Apple Valley  
Third Wednesday, 12:00 noon, SANBAG Offices

# SANBAG Policy Committee Membership

## SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<b>Audit Subcommittee of the Administrative Committee</b> In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board.  Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.	The responsibilities of the Audit Subcommittee shall be to: <ul style="list-style-type: none"> <li>• Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit.</li> <li>• Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.</li> </ul>	Audit Subcommittee - SANBAG President – Gary Ovitt, Supervisor - Vice President – Paul Eaton, Montclair - Immediate Past President – Vacant - Presidential Appointment – Pat Gilbreath
<b>Ad Hoc Committee to Review Council of Government Roles</b> In June 2006, the SANBAG President appointed the committee.	Reviews SANBAG activities and Board Member requests related to SANBAG's role as a Council of Governments.	Kelly Chastain, Colton (Chair) Dennis Hansberger, SBCO, representing East Valley and Mountain/Desert Josie Gonzales, SBCO, representing the East Valley John Pomierski, Upland, representing West Valley and recognizing his position as Major Projects Committee Chair Pat Morris, San Bernardino, representing the East Valley Paul Eaton, Montclair, representing the West Valley and recognizing his position as Plans & Programs Committee Chair Vacant - Jim Lindley, Hesperia, representing Mountain/Desert and recognizing his position as Mountain/Desert Committee Vice Chair.
<b>Ad Hoc Committee on Litigation with San Bernardino County Flood Control District (Colonies Development)</b> In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development	Reviews and provides guidance on litigation with San Bernardino County Flood Control District (Colonies Development).	Pat Morris, San Bernardino, Chair Mark Nuaimi, Fontana Pat Gilbreath, Redlands Richard Riddell, Yucaipa Larry McCallon, Highland

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996